Supreme Court, U.S.
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No. 09-819

IN THE

Supreme Court of the United States

SAP AG AND SAP AMERICA, INC.,
Petitioners,

v.

SKY TECHNOLOGIES LLC,
Respondent.

On Petition for a Writ of Certiorari to the United States Court of Appeals for the Federal Circuit

BRIEF FOR RESPONDENTS IN OPPOSITION TO PETITION FOR A WRIT OF CERTIORARI

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COUNTERSTATEMENT OF QUESTIONS PRESENTED FOR REVIEW

For more than a century, courts have strained to preserve unto the states the singular question in dispute here: who owns an item of property. Repeated decisions of this Court confirm that property ownership is squarely the province of the states, even when the property at issue is a patent. Following this law, the Federal Circuit held that the foreclosure procedures detailed in Massachusetts' variation of the Uniform Commercial Code – procedures which were strictly adhered to in the events underlying this dispute – operated to pass title to patent collateral from a debtor to its secured creditor. Those events included two written contracts promising the patents as collateral, two written contracts agreeing to transfer the patents per the UCC, and two written instruments recording the transfer in the public registry. Reconciling state and federal law on these facts, the Federal Circuit declined to hold (as Petitioners seek here) that three words from the Patent Act preempt and displace the UCC.

The Federal Circuit's decision was rendered on interlocutory appeal, and the case is set for trial in a few months. Review at this stage requires answering:

1. Does the federal Patent Act – which is silent as to the procedures for transferring patent collateral upon a debtor's default – nonetheless preempt and displace the intricate state law rules embodied in the UCC to govern such transfers?

2. Did Congress intend that 35 U.S.C. § 154, which speaks to the content and term of a patent, would

also serve as an exclusive list of all transferees who may acquire ownership of a patent, and does § 154 actually exclude patent ownership by secured creditors foreclosing in accordance with the UCC?

3. Did Congress intend that 35 U.S.C. § 261, which speaks to how patents are "assignable," would also serve as an exclusive list of all means by which anyone may acquire an ownership interest in a patent – preempting state laws that provide for foreclosure upon secured patent collateral?

4. Does the reference in 35 U.S.C. § 261 to an "instrument in writing" preclude patent ownership by a secured creditor who obtains ownership by operation of state foreclosure law, where the sole disputed transfer is (a) memorialized in two written security agreements executed before the debtor's default, (b) memorialized in two written agreements executed after the debtor's default, and (c) recorded twice in the public registry?

5. In light of Congress's silence, should this Court adopt a sweeping new rule of federal preemption – of the UCC adopted in 50 states – thereby upsetting settled precedent and nullifying the virtually infinite number of secured transactions (and subsequent licenses and sub-licenses) that have occurred over the past sixty years pursuant to the precise process at issue here?

LIST OF PARTIES AND RULE 29.6 STATEMENT

The names of the parties appear in the caption of the petition for a Writ of Certiorari. Sky Technologies is a private company, and no publicly held corporation holds more than 10% of its stock.

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SUMMARY OF THE ARGUMENT

"It may seem strange at first blush that the question of whether a patent is valid and infringed ordinarily is one for federal courts, while the question of who owns the patent rights and on what terms typically is a question exclusively for state courts. Yet that long has been the law."[1]

[1] *Jim Arnold Corp. v. Hydrotech Systems, Inc.*, 109 F.3d 1567, 1572 (Fed. Cir. 1997).

Case after case examining the interrelationship of state property law and the Patent Act has reaffirmed the same principle: "State law governs contractual obligations and transfers of property rights, including those relating to patents."[2] Following well-settled law, the Federal Circuit concluded that "patent ownership is determined by state, not federal law." Petitioners' Appendix ("Pet. App.") at 10a. The court thus declined to invalidate a patent transfer from a debtor to its secured creditor—performed in strict accordance with Massachusetts law governing foreclosure on intangible property—because of an alleged conflict with two provisions of the Patent Act that do not address foreclosure and do not purport to outline the exclusive means for acquiring patent ownership.

For the third time, however, Petitioners ask for a sweeping new rule of federal preemption. Every court that has considered the issue reached the same conclusion: no conflict between the Patent Act and the UCC exists on these facts—and certainly nothing that would warrant,

(1) preempting the UCC adopted in now 50 states;

(2) overturning settled precedent involving foreclosure upon patent collateral;

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[2] *Regents Of University Of New Mexico v. Knight*, 321 F.3d 1111, 1118 (Fed. Cir. 2003); *MyMail, Ltd. v. America Online, Inc.*, 476 F.3d 1372, 1375 (Fed. Cir. 2007) ("State law . . . governs the question of who has legal title."); *E.I. Du Pont de Nemours & Co. v. Okuley*, 344 F.3d 578, 582 (6th Cir. 2003) ("'Ownership, however, is a question of who owns legal title to the subject matter claimed in a patent, patents having the attributes of personal property' and is not a question of federal patent law.") (citing *Beech Aircraft v. EDO Corp.*, 990 F.2d 1237, 1248 (Fed. Cir. 1993)).

(3) disregarding a long-standing PTO practice to recognize and record transfers of patent collateral upon foreclosure;

(4) impairing a potentially limitless number of contracts held by patentees and their licensees and sub-licensees, all of whom acted in reliance on the existing law;

(5) invalidating a host of state laws crafted to address the specific foreclosure situation involved here; and

(6) replacing uniform state law procedures, not with a new set of detailed regulations applicable to the myriad of factual situations that arise when default and foreclosure among debtors and their secured creditors is necessary, but with a one-sentence requirement that "assignments in law" be done in writing.

Moreover, it has long been the law that certiorari should not extend to an "appeal from an interlocutory order, unless it is necessary to prevent extraordinary inconvenience and embarrassment in the conduct of the cause." *American Construction Co. v. Jacksonville*, 148 U.S. 372, 384 (1893); *Hamilton-Brown Shoe Co. v. Wolf Bros. & Co.*, 240 U.S. 251, 258 (1916) ("except in extraordinary cases, the writ is not issued until final decree."). This case is set for trial in six months, and the interlocutory appeal is far from extraordinary. Indeed, despite what Petitioners characterize as the "broad swath of our innovation-dependent economy" routinely promising patents as collateral for secured obligations (Pet. at 23), in the 58 years since its widespread adoption not one court has held that the UCC's foreclosure provisions conflict with the Patent Act. That is the entirely new law

that Petitioners seek, and that new law would be extraordinary.

Neither of the two statutory provisions Petitioners cite support review by this Court. First, 35 U.S.C. § 154(a)(1)—entitled "Contents and term of patent"—fails to address patent ownership at all, and does not on its face restrict ownership to the three persons (patentees, heirs and assigns) that it references. But even assuming that § 154 could be read to restrict ownership, Petitioners overlook that "patentee" is a defined term that expressly "includes not only the patentee to whom the patent was issued but also the successors in title to the patentee." 35 U.S.C. § 100 (emphasis added). Petitioners do not mention this provision, and make no attempt to explain how a secured creditor who obtains ownership of patent collateral in accordance with the UCC fails to be a "successor in title" squarely covered by § 154.

Second, 35 U.S.C. § 261 does not speak to foreclosure upon patent collateral, but provides simply that patents are "assignable in law by an instrument in writing." Courts have long-held, however, that "there is nothing that limits assignment as the only means for transferring patent ownership" which "may be changed by operation of law." *Akazawa v. New Link Tech.*, 520 F.3d 1354, 1356 (Fed. Cir. 2008). Indeed, patent ownership is routinely changed by operation of state law from a decedent to his heirs (*see id.*), from an employee to his employer pursuant to a promise to assign future inventions (*Speedplay, Inc. v. Bebop, Inc.*, 211 F.3d 1245, 1253 (Fed. Cir. 2000)), and, as in this case, from a debtor to his secured creditor pursuant to a written security agreement. Moreover, and contrary to Petitioners' suggestion, the transfer here took place pursuant to at least four

written instruments, enforced in accordance with Massachusetts law, and recorded in the public registry of both the United States PTO and the Massachusetts Secretary of State.

Having no statutory evidence, Petitioners quickly move to a discussion of dicta from various cases which predate the first version of the UCC by as much as 100 years. The Federal Circuit correctly rejected these arguments. Indeed, if this Court were to hold, as Petitioners urge with their dicta, that "title to it [a patent] can pass only by assignment" via an instrument in writing (Pet. at 19), then a whole host of patent rights—property rights—would immediately be destroyed. They would be destroyed whenever an inventor dies without a will specifically bequeathing his patent, or whenever a debtor-corporation has been legally dissolved for all purposes and is powerless under state law to execute a binding written assignment.

In short, Petitioners would trample state property law only to open a can of worms that the skilled drafters of the UCC rightly kept shut. While Petitioners dismiss this reality as a derogatory "policy justification," the Federal Circuit recognized that the literal destruction of property and wholesale impairment of contract that would flow from Petitioners' new rule carries far-reaching consequences that are undesirable, save perhaps by a potential infringer.

Respondents respectfully urge that the Court should not devote its scarce resources to reviewing this well-reasoned decision reaching an abundantly correct result—and certainly not at this interlocutory stage.

STATEMENT OF THE CASE

Petitioners give short-shrift to the facts underlying this dispute, however, like all disputes involving the Uniform Commercial Code the case is highly fact-dependent. Significantly, the patent transfer at issue here was (1) recorded in the public registry, (2) memorialized in a written security agreement, and (3) confirmed in a written agreement even after the debtor defaulted on its loan—all in strict compliance with the UCC. The Federal Circuit took pains to explain as much in its decision. *See* Pet. App. at 3a-8a.[3] Accordingly, Petitioners' claim that the secured creditor here is a non-statutory transferee who took title with no written instrument whatsoever is simply false: he was the original patent owner's successor-in-title, which 35 U.S.C. § 100 explains is equivalent to a "patentee," and took title pursuant to a written instrument that was enforced by operation of law pursuant to the Massachusetts UCC.

What Petitioners actually take issue with, is the Federal Circuit's refusal to hold that the debtor in this case was required to execute what would be an obvious nullity: any written instrument purporting to transfer the debtor's interest in the patents after his creditor had foreclosed and purchased the same pursuant to the UCC. The Federal Circuit properly determined that is not a matter of federal concern, and presents no occasion to preempt the UCC.

A. Factual Background

Sky Technologies ("Sky") and the prior owners of the patents-in-suit, Ozro, Inc. (f/k/a TradeAccess, Inc.)

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[3] Throughout this Response "Pet. App." will refer Petitioners' Appendix, while "Resp. App." will refer to Respondent's Appendix.

are each the product of the technological genius, innovation, and creativity of their founder, Jeffrey Conklin. After devoting his entire professional life to facilitating international trade, and more recently the conduct of business over the internet, Conklin conceived of, and was issued, a portfolio of patents covering a unique technological solution to facilitate and analyze the negotiation of complex agreements over a network ("the patents-in-suit" or the "asserted patents").

Conklin assigned his patent rights to his company, TradeAccess, which he later renamed Ozro. (Resp. App. B) The names TradeAccess and Ozro are thus used interchangeably in this Response to signify the same company. Conklin was Chief Executive Officer and the controlling common shareholder of TradeAccess and Ozro throughout the existence of both companies. Conklin has also been the sole owner and Chief Executive Officer of Sky throughout the existence of the company. The chain of title to the patents Conklin was awarded for his inventions begins and, as the Federal Circuit properly found, ends with Conklin.

1. Patent Holder Promises Patents to Creditor, Transferrable By Operation of Law Upon Default and Foreclosure

First, in the spring of 2001, Ozro borrowed money from Silicon Valley Bank and secured the loan with a partial interest in its patent rights. This security interest is evidenced by a 13-page written Intellectual Property Security Agreement dated April 2, 2001. (Resp. App. C) The patents-in-suit are specifically identified as the collateral, and listed in the body of the agreement by their description, patent serial number, docket number and filing/issue date. (Resp.

App. C, at 36a) On May 2, 2001, the parties duly recorded their agreement in accordance with the Uniform Commercial Code ("UCC") by filing a UCC Financing Statement. They also filed a notice with the United States Patent and Trademark Office ("the PTO") recording the same. (Resp. App. E, at 43a)

Ozro borrowed additional money from Cross Atlantic Capital Partners, Inc., Cross Atlantic Technology Fund, L.P., The Co-Investment 2000 Fund, L.P., and 3i Technology Partners L.P. (collectively "XACP," or the "XACP entities") in the spring of 2001. Ozro secured this loan with the remainder of its patent rights. The security interest is evidenced by a 13-page written Intellectual Property Security Agreement dated April 3, 2001. (Resp. App. F) Again, the patents-in-suit are specifically identified as the collateral and listed in the agreement by their description, patent serial number, docket number and filing/issue date. (Resp. App. F, at 65a) Ozro and XACP also duly recorded their agreement, in accordance with the UCC *and* by filing a notice with the PTO on May 2, 2001. (Resp. Apps. G-H)

Both of these written instruments specified that "all of [Ozro's] right, title and interest, whether presently existing or hereafter acquired in, to, and under" the asserted patents would reside with the Lender upon an event of default by the debtor, Ozro, and foreclosure by the Lender pursuant to the Massachusetts UCC. (Resp. App. F, at 47a, 56-59a) The agreements further provide that in the event of Ozro's default, the Lender shall "take possession of all or any portion of the Intellectual Property Collateral," and "sell, lease, or otherwise dispose of any or all of the Intellectual Property Collateral." (*Id.*, at 56a). The contracts provide the Lender the option of

"sell[ing]"or "dispos[ing] of" the subject patents "at a public or private sale," so long as Ozro is provided "at least seven (7) days prior written notice of the date, time and place of any proposed public sale." (*Id.*, at 57a) These written instruments further provided that, upon an event of default, XACP was attorney-in-fact for Ozro, with power to execute, on Ozro's behalf, any document necessary to accomplish the purpose of the security agreement:

> [Ozro] hereby irrevocably appoints [XACP] as [Ozro's] attorney-in-fact, with full authority in the place and stead of [Ozro] . . . to take any action and to execute any instrument which [XACP] reasonably may deem necessary to advisable to accomplish the purposes of this IP Agreement (*Id.*, at 55a)

Pursuant to several transfers which are not disputed here, XACP then acquired all of the security interests held by all other Ozro creditors, including Silicon Valley Bank, and became the sole creditor with an interest in all of Ozro's intellectual property collateral. This too was duly recorded per the UCC and with the PTO. (Resp. App. H)

2. Patent Holder Defaults and Reconfirms Creditor's Rights

Ozro defaulted on its loan obligations, and ceased doing business. All employees were either laid-off or resigned. Conklin stayed on as the controlling common shareholder; XACP stayed on as the controlling preferred shareholder. Thus, by 2003, XACP was the sole creditor of Ozro—and, together, Conklin and XACP were the only remaining shareholders with any power to exercise control over Ozro.

On February 18, 2003, XACP issued a foreclosure notice. A Notification of Public Disposition of Collateral was sent to Jeffrey Conklin, all prior Ozro creditors, all inventors on the patents, and Ozro's outside counsel. The Notification listed Ozro's patents by their description, docket number, serial number, filing/issue date, and identified the patents as the assets to be sold. (Resp. App. I)

Before the public auction, however, on May 2, 2003, Ozro, XACP, and Conklin executed a Sale Term Sheet. (Resp. App. J; *see infra* n. 4) The Term Sheet also unequivocally granted XACP the right to "sell all rights in and to the [asserted patents] by public auction under Article 9 of the Uniform Commercial Code." *Id.* XACP further agreed to purchase those rights at the public auction for a credit bid of up to $4,031,844.00—following which XACP agreed to sell the same patent rights to Sky (Conklin's "Newco") for $9,750,000.00. (Resp. App. J) To avoid any ambiguity, the assets were described as "Ozro's intellectual property as described in the Notification of Public Disposition of Collateral . . . issued to Conklin and dated February 18, 2003." (*Id.*) Even more specifically, the assets were identified as,

> [T]he patents, patent applications, improvement patents and other patent rights and the right to sue for past and future infringements and/or misappropriation thereof (the "Patents"), any and all nondisclosure agreements to which Ozro is a party or third-party beneficiary and any and all trade secrets, copyrights, trademarks and confidential information of Ozro, together with any contract or tort claims thereunder or related thereto or otherwise arising and all rights thereunder (collectively, including the patents, the

> "Intellectual Property"), and all other Ozro assets to the fullest extent of the security agreements in favor of debt held by the XA Parties. (*Id.*)

Conklin, Ozro and the XACP entities were all party to the agreement.

Next, on June 4, 2003, the parties signed another written Settlement Agreement, whereby XACP agreed to foreclose upon its security interest in Ozro's patents, as set forth in the term sheet, and sell those patents back to Conklin's new company—then termed "NewCo," but later renamed Sky Technologies ("Sky"). (Resp. App. K) The Settlement Agreement was signed by Conklin in his capacity as "manager" of "NewCo." It was also signed simply by "Jeffrey M. Conklin." It was also signed by the only other controlling Ozro shareholders, and duly appointed Ozro attorney with authority to act with respect to Ozro's assets: the XACP entities.

Consistent with those agreements, on July 14, 2003 XACP sold and re-purchased the asserted patents at public auction. The notice of sale was advertised to the public in the Philadelphia Inquirer and in the Global Edition of the Wall Street Journal. (Resp. App. M) A copy of the notice was also mailed directly to "Ozro, Inc." at its business address. (Resp. App. L at 223a.) A copy of the notice was also mailed to Jeffrey Conklin, to every other inventor listed on the patents, to all prior creditors of Ozro, and to Ozro's outside counsel. *Id.* The notice listed—by patent serial number, filing/issue date, docket number and description—each patent or patent application to which the sale applied. (*Id.* at 221a) These were the same patents identified in the security agreements between Ozro and XACP, and the same patents

identified in the Term Sheet and Settlement Agreements between Ozro, Conklin and XACP.

Just as the parties—including Ozro—had agreed in writing on multiple occasions, XACP concluded the chain of title by transferring the asserted patents to Conklin's "NewCo," which was soon renamed Sky. (Resp. App. N)

B. Procedural History

Sky filed suit against SAP for infringement of the asserted patents in October 2006. More than two years later, SAP asserted for the first time that Sky lacked standing to sue, claiming that there had been a break in the chain of title between Ozro and XACP, and the asserted patents were thus still owned by Ozro.

The District Court rejected SAP's claim, concluding that the disputed transfer took place by operation of Massachusetts state law in compliance with the Massachusetts UCC. Before the District Court could issue its decision, however, SAP filed a new declaratory judgment lawsuit against Ozro in a different forum. In return for SAP agreeing to stay that competing lawsuit, the District Court certified to the Federal Circuit its decision finding that Sky had standing to sue. The District Court explained that certification would carry efficiencies both for the District Court and the new federal court to which SAP had by then brought the litigation—since, ultimately, one court must try this infringement lawsuit, regardless of whether the plaintiff is Conklin as CEO of Sky Technologies or Conklin as CEO of Ozro, Inc. (Pet. App. C) The Federal Circuit granted SAP's Petition for Permission to Appeal pursuant

to 28 U.S.C. 1292(b), and an interlocutory appeal followed.

In briefing and argument below, SAP stipulated that all transfers in the chain of title to Sky were proper, save one: from Ozro to XACP. SAP argued that the agreements between Ozro and XACP were not sufficient to transfer title to the patents in the event of Ozro's default and XACP's foreclosure; rather, SAP said that Ozro needed to execute another written instrument after XACP foreclosed and re-purchased its interest in order to transfer title to XACP. The Federal Circuit rejected this argument.[4]

C. The Federal Circuit's Decision

The Federal Circuit first noted the long-standing rule that "patent ownership is determined by state, not federal law." Pet. App. at 10a (citing *Akazawa*, 520 F.3d at 1357 (citing *Jim Arnold Corp.*, 109 F.3d at 1572)). The court explained that while federal law has in the past been used to "determine the validity and terms of an assignment" of a patent, "state law controls any transfer of patent ownership by operation of law not deemed an assignment." Pet. App.

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[4] After the parties initially briefed the issue below, XACP produced additional documents reflecting that Ozro had, in fact, executed a written Term Sheet—after its default—that reconfirmed that XACP had the right to "sell all rights in and to [Ozro's patents] by public auction under Article 9 of the Uniform Commercial Code." (Resp. App.J, at 146a) The same was further memorialized in a Settlement Agreement dated June 4, 2003 and signed by Ozro's attorney-in-fact. (*Id.*, App. K) The Federal Circuit declined to consider this evidence because it was not first presented to the District Court. (Pet. App. at 6a & n.4.) Because this is an interlocutory appeal, however, the District Court would be afforded an opportunity to assess this evidence at or before trial—further counseling against granting certiorari at this stage.

10a. The court noted that examples of a transfer by operation of law include the transfer illustrated in the *Akazawa* case, where an inventor died intestate and his ownership interest in a patent passed to his wife by operation of the applicable state law. *Id.* at 11a (citing *Akazawa*, 520 F.3d at 1358). The Federal Circuit concluded that, as in *Akazawa*, "foreclosure under state law may transfer patent ownership." *Id.* at 12a.

The court explained that in the instant case the controlling state law is the Massachusetts UCC, which permits a secured party to "sell the collateral after default, in a commercially reasonable manner, and that same party may purchase the collateral at a public disposition." *Id.* In painstaking detail, the court walked through the provisions of the Massachusetts UCC which provide for a secured party's disposition of collateral after default—provisions which expressly declare that "once a secured party disposes of collateral after default, the transferee for value takes all of the debtor's rights in the collateral." *Id.* (citing Mass. Gen. Laws ch. 106, § 9-617(a)(1) (2009)). The court concluded that "because XACP foreclosed on the patents-in-suit in conformity with these provisions, XACP obtained title to the patents on July 14, 2003." *Id.* at 13a.

The Federal Circuit noted that Petitioners did not dispute the validity of the holding in *Akazawa* that a transfer by operation of state law was permissible and wholly consistent with the federal Patent Act. Indeed, the court noted that Petitioners themselves "assert the holding in *Akazawa* was correct." *Id.* at 13a (emphasis added). But Petitioners argued that a transfer by operation of state law was not permissible for anyone other than "the three categories of individuals—the patentee, his heirs, or his assigns"—

which Petitioners again urge as a limitation here. *Id.* at 13a. The Federal Circuit rejected this argument, noting that no provision of the Patent Act—and especially not 35 U.S.C. § 154(a)(1)—purports to exclude secured creditors, and § 154 does not address patent ownership in any event. *Id.* at 13a-14a. The court also rejected a series of misguided state law arguments Petitioners advanced to suggest that the Massachusetts UCC required the debtor to execute a writing after all of his rights in the collateral had been foreclosed. *Id.* at 14a.

The court explicitly rejected Petitioner's argument that three words from the federal Patent Act—specifying that patents are assignable "by an instrument in writing"—operated to preempt the use of the Massachusetts UCC foreclosure provisions to transfer patent ownership by operation of law. Contrary to Petitioner's suggestion, the rejection was made on the merits of Petitioners' arguments—and not because of the abundant public policy justifications that also counsel in favor of the result. Rather, the Federal Circuit explained that 35 U.S.C. § 261 on its face speaks "only to assignments of patents; there exists no federal statute requiring a writing for all conveyances of patent ownership." *Id.* at 15a. The Federal Circuit also noted in conclusion, however, that if foreclosure on security interests secured by patent collateral could not transfer ownership to the secured creditor, "a large number of patent titles presently subject to security interests may be invalidated." *Id.* at 15a.

Accordingly, the Federal Circuit affirmed the district court's decision upholding the transfer pursuant to the Massachusetts UCC. Petitioners' request for

rehearing and for rehearing en banc was denied by the Federal Circuit without dissent. (Pet. App. F.)

ARGUMENT

A. The Federal Circuit Correctly Declined to Preempt the Uniform Commercial Code.

This interlocutory appeal was permitted to resolve one basic question: who owns an item of property. Petitioners contend that since that item of property is a patent, federal law must dictate everything relating to its transfer. Petitioners assert that Congress has specified how a patent can be transferred, and state law governing the same is ineffective absent a federal statute authorizing it. (Pet. at 4.) This fundamental premise is wrong, and the Federal Circuit—like courts before it—correctly rejected it. Indeed, "the Supreme Court has instructed clearly that the Patent Act does not preempt every state commercial law that touches on intellectual property." *In re Cybernetic Services, Inc.*, 252 F.3d 1039, 1046 (9th Cir. 2001). For example, in *Aronson v. Quick Point Pencil Co.*, 440 U.S. 257, 262 (1979), this Court observed that commercial agreements "traditionally are the domain of state law" and "State law is not displaced merely because the contract relates to intellectual property." *See also Bloomer v. Millinger*, 68 U.S. 340, 345-46 (1863) ("The fact that the subject of the contract is a right in or an interest under a patent, does not take the case out of the law applicable to the law of contracts generally. The owner of a patent may make any agreement with regard to its enjoyment that he may make in regard to any other species of property."); *cf. Kewanee Oil Co. v. Bicron Corp.*, 416 U.S. 470 (1974) (state protection of trade secrets not preempted, and did not operate to frustrate the

achievement of the congressional objectives served by the patent laws).

The proper analysis—and the analysis reflected in the Federal Circuit's opinion—proceeds from a starting point precisely the opposite of Petitioners': Property ownership is uniquely the province of states to determine. To advocate otherwise, Petitioners must overcome the strong presumption against federal preemption by demonstrating that "compliance with both state and federal law is impossible," *Florida Lime & Avocado Growers, Inc. v. Paul*, 373 U.S. 132, 142 (1963), or the Uniform Commercial Code, as embodied in Massachusetts law, "stands as an obstacle to the accomplishment and execution of the full purposes and objectives of Congress." *Hines v. Davidowitz*, 312 U.S. 52, 67 (1941). Petitioners did not and cannot overcome the strong presumption against preemption under either standard.

But consider the statutory support Petitioners cite to mount it. The one sentence "written instrument" requirement of section 261 states merely:

> Applications for patent, patents, or any interest therein, shall be assignable in law by an instrument in writing.

35 U.S.C. § 261. By its plain terms the provision is merely explanatory. It talks of how patents shall be assignable, but does not purport to articulate every method for transferring any interest in a patent. Nor is the term "assignable" self limiting.

This one sentence says nothing of transfers that do not constitute an "assign[ment] in law"—nothing of pledges, conveyances, licenses, grants, security interests, mortgages, foreclosures, wills, successions, court judgments transferring title—and it obviously

contains no expressly preemptive text or comprehensive scope to reflect even the slightest intention to preempt state laws providing for the same. The Act is simply silent with respect to the transfer that occurred here: a transfer to a secured creditor of patents that had been identified in a written security agreement as the collateral for a loan, which loan was defaulted upon by the debtor, and which security interest was foreclosed upon strictly in accordance with the detailed procedures set forth in Article 9 of the UCC. It is a truism that Congress's "mere silence," in a statute alleged to form the basis for federal preemption, "cannot suffice to establish a 'clear and manifest purpose' to preempt local authority." *Wisconsin v. Mortier*, 501 U.S. 597, 607 (1991).

Nevertheless, to urge that Congress has preempted the UCC provisions relating to transferring ownership through foreclosure, Petitioners rely exclusively on this sentence from § 261, to which they add five words from another statute. That other statute—§154(a)(1)—is even more off-point. Its complete text provides:

> **Contents and term of patent; provisional rights.**
>
> (a) IN GENERAL. (1) CONTENTS. Every patent shall contain a short title of the invention and a grant to the patentee, his heirs or assigns, of the right to exclude others from making, using, offering for sale, or selling the invention throughout the United States or importing the invention into the United States, and, if the invention is a process, of the right to exclude others from using, offering for sale or selling throughout the United States, or importing into the United States,

> products made by that process, referring to the specification for the particulars thereof.

35 U.S.C. § 154(a)(1). Petitioners claim that by including the underlined language above, Congress intended to outline an exclusive list of persons who may own or acquire a patent.

If Congress's intent can accurately be determined by excerpting this list from a provision directed to describing the content and term of a patent, then the Patent Act provides many similar lists Respondent could excerpt to support an opposing argument. Indeed, the very next section of the Patent Act talks of "[t]he patentee, his heirs, successors or assigns." *Id.* § 155. Likewise, section 183 of the Act identifies an "applicant, his successors, assigns, or legal representatives." When actually discussing those persons who are entitled to claim relief for patent infringement, the Patent Act speaks even more generally of a "patent owner," *id.* § 271(d), "the owner of the patent," *id.* § 271(e)(5), or "an owner of an infringed patent." *Id.* § 289 (emphases added). The Federal Circuit correctly rejected this style of reasoning, however, and determined that the reference in section 154(a)(1) to "the patentee, his heirs or assigns" does not mean that patents can only be owned by these three categories of individuals. (Pet. App. at 13a)

Moreover, Petitioners overlook that the very list to which they point, in § 154(a)(1), by its own terms allows for a secured creditor's ownership. The word "patentee" is a defined term in the Patent Act, which 35 U.S.C. § 100 ("Definitions") explains "includes not only the patentee to whom the patent was issued but also the successors in title to the patentee." (emphasis added). Petitioners do not mention this provision, and make no attempt to explain how a secured creditor

who obtains ownership of patent collateral in accordance with the UCC fails to be a "successor in title" squarely covered by § 154. Indeed, if any dicta from this Court's pre-UCC jurisprudence is to be instructive here, it is this: "We should not read into the patent laws limitations and conditions which the Legislature has not expressed." *United States v. Dubilier Condenser Corporation*, 289 U.S. 178, 199 (1933).

Having no legitimate statutory evidence to support its argument that Congress intended to preempt state property law, Petitioners do move quickly to a discussion of dicta from various cases which predate the first version of the UCC by as much as 100 years or more.[5] Still, none of the authority Petitioners cite is to the contrary. It is telling in this regard that Petitioners do not provide the factual context for any of the dicta excerpted in their Petition. The cases Petitioners rely upon involve the totally dissimilar circumstance of a patentee who "divided the monopoly" of his patent in a way that failed to convey to a third party all substantial rights to the patent, as is required to confer standing to sue for infringement—e.g., by granting a non-exclusive right in the invention, and even then only within a certain territory, *Gayler v. Wilder*, 51 U.S. 477, 494-95 (1850), or by granting the right to exclude only one particular person from practicing the invention. *See Crown Die & Tool v. Nye Tool*, 261 U.S. 24, 25-26 (1923).

This case, by contrast, involves the very different question of whether a third party—namely, a debtor

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[5] The UCC, first published in 1952, has since been adopted in all of the 50 states, and in the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

who pledged his patent as collateral for a loan, and whose rights were foreclosed in accordance with the Massachusetts UCC—nonetheless still owns all rights to the patents-in-suit. Petitioners cite no case that provides a federal rule for determining such ownership disputes simply because resolution of the dispute will affect standing to sue. To the contrary, it is well settled that "State law, not federal law" governs where the claim is "that a third party owns a particular patent"—the only claim at issue here. *MyMail, Ltd. v. America Online, Inc.*, 476 F.3d 1372, 1375-76 (Fed. Cir. 2007) (emphasis added); *see also infra* n.6.

The distinction is significant and has been emphasized repeatedly by the Federal Circuit and every circuit court and district court that has had an opportunity to consider the question. For instance, in *MyMail* the defendant argued that the plaintiff lacked standing to sue for infringement, although he had acquired his rights via a state court judgment transferring title to a patent, and the judgment had not been nullified under state law. The defendant urged that federal law governed the disputed transfer, because the issue involved standing to sue and touched on "fraud in the procurement of a patent." *Id.* at 1376. The *MyMail* Court disposed of the argument, explaining:

> Fraud in the procurement bears on the enforceability of the patent and thus implicates the public's interest in ensuring that the grant of patent rights is legitimate. Asserting that a third party owns a particular patent, however, is a different matter. In that case, the enforceability of the patent is not challenged; the only question is one of ownership. State law, not federal law, addresses such property ownership disputes.

Id. (emphasis added). Like the argument rejected in *MyMail*, Petitioners' pre-UCC cases stand for the unremarkable proposition that "dividing the monopoly" of a patent may implicate the public's interest in ensuring that the grant of patent rights is legitimate—and (thus) federal law. That has nothing to do with this interlocutory appeal. The claim here is that a third party owns all of the rights of the patents-in-suit—which is a property ownership question squarely governed by Massachusetts law. *See also infra* n. 6.

To reach a different result, this Court would have to make new law—a new federal common law of secured transactions involving a foreclosure on patent collateral—and simultaneously preempt and displace the uniform procedures of Article 9 of the UCC adopted by the states. In addition to contradicting established preemption principles, such a ruling would upend more than twenty years of PTO practice. The PTO explains in an Official Notice that its long-standing rule has been to recognize transfers of patent collateral through foreclosure proceedings—and to record them in the public registry—where a notice is submitted by a creditor who certifies, among other things, that the patent "has been legally foreclosed on based upon the applicable state law." (Resp. App. O) At least for the past 21 years, the PTO has treated such notices as a "recordable instrument" under 37 C.F.R. 1.331.

Notably, the PTO explains that it has intentionally rejected the rule Petitioners asked the Federal Circuit to impose—as the old PTO practice was to require a written instrument signed by the debtor whose rights had been foreclosed. This old requirement "forced the secured party to bring action in a court of

law where otherwise Court action might not have been necessary." (Resp. App. O) Thus, the PTO has for the past 20 years recognized a secured creditor's foreclosure, and recorded it in the public registry, if the foreclosure was done pursuant to the law the PTO understands to govern the transfer: state law.

> To facilitate recording of foreclosures not signed by a debtor and avoid unnecessary court proceedings, the Office will record foreclosures [that meet four criteria, including] . . . . that the patent or the patent application has been legally foreclosed on *based upon the applicable state law* . . . . A foreclosure document complying with [these] criteria will be deemed to be a recordable instrument in accordance with 37 C.F.R. 1.331. (Resp. App. O)

In the face of this PTO acknowledgment that state law applies, Petitioners claim (1) state law is inapplicable and preempted, and (2) the Patent Act always requires a written instrument signed by the debtor after foreclosure, in order to effect a valid transfer. Where, as here, a court must "interpret an archaic statute, the historic practice of the agency that was created to help implement that statute can shed light on its meaning." *Cybernetic,* 252 F.3d at 1057; *cf. Wyeth v. Levine*, 129 S.Ct. 1187, 1200 (2009) ("The case for federal pre-emption is particularly weak where Congress has indicated its awareness of the operation of state law in a field of federal interest, and has nonetheless decided to stand by both concepts and to tolerate whatever tension there [is] between them.") The objective evidence of Congress's intent does not support Petitioners' claim of federal preemption. *See Wisconsin Public*, 501 U.S.

at 607 (to preempt state law Congress's intent "must be clear and manifest").

Perhaps most surprising, however, is Petitioners' citation to The Federalist to support an argument for preemption on these facts. *See* Pet. at 11 (citing THE FEDERALIST No. 43 (James Madison)). Federalist No. 43 recounts the unremarkable proposition that the States cannot grant patents—a truism no one disputes here. Indeed, the only cases that have found the Patent Act to preempt state law almost without exception arose in this context, in which a state sought to confer a "patent-like" monopoly on ideas already in the public domain. *See, e.g., Bonito Boats, Inc. v. Thunder Craft Boats, Inc.*, 489 U.S. 141, 155 (1989). By contrast, this dispute concerns a subject unrelated to the state's issuance of patent or patent-like protection, and unrelated to any subject covered by the Patent Act. This dispute concerns a circumstance more accurately addressed by Madison a few essays later, in Federalist No. 45:

> The powers delegated by the proposed Constitution to the federal government are few and defined. Those which are to remain in the State governments are numerous and indefinite.

THE FEDERALIST No. 45 (James Madison). Indeed, it bears mention that the constitutional authority for the Patent Act which Petitioners' claim to have preemptive force over the UCC adopted by Massachusetts is only as follows: "to promote the progress of science and useful arts, by securing, for a limited time, to authors and inventors, the exclusive right to their respective writings and discoveries." U.S. Const., art. I, sec. 8, cl. 8.

Tellingly, and despite many rounds of briefing, Petitioners have never identified a single decision from any court holding that the UCC—or any state property ownership law—is preempted by the Patent Act. In fact, every court to consider the issue has declined to find that the Patent Act preempts any portion of the UCC.[6] The Federal Circuit correctly declined to preempt the UCC here.

B. The Federal Circuit Correctly Applied Existing Law.

Despite Petitioners' suggestion, the Federal Circuit's decision is both narrow and perfectly aligned with existing law. Similar to the intestacy context at issue in *Akazawa*, 520 F.3d at 1354, insolvency frequently involves a debtor who is either unwilling or unable—after his rights have been legally foreclosed—to execute a written instrument re-confirming the transfer of title. Moreover, under the UCC such a post-foreclosure writing would be a nullity, because by definition a foreclosure sale requires foreclosing the debtor's rights in the collateral—leaving the debtor with nothing legally to assign. *See* UCC § 9-617. Adopting the UCC, Massachusetts law expressly provides that a secured party's foreclosure and purchase of collateral after default, as occurred

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[6] *See Cover v. Hydramatic*, 83 F.3d 1390 (Fed. Cir. 1996) (marking statute, 35 U.S.C. § 287(a), did not preempt Pennsylvania UCC warranties that delivered goods shall be free of rightful claim of infringement by third parties); *In re Cybernetic*, 252 F.3d 1039, 1057 (9th Cir. 2001) (Patent Act did not preempt California UCC regarding perfection of security interests, and 35 U.S.C. § 261 does not apply to Article 9 security interests in patents to mandate their recordation in the PTO); *In re Coldwave*, 368 B.R. 91 (Bankr. D. Mass. 2007) (recording provisions of UCC Art. 9 not preempted by § 261 of Patent Act); *In re Pasteurized Eggs*, 296 B.R. 283 (Bankr. D. N.H. 2003) (same).

here, entitles him to "all of the debtor's rights in the collateral." Mass. Gen. Laws ch. 106, § 9-617(a)(1). Petitioners stipulated below that the holding of *Akazawa* "was correct." Pet. App. at 13a. The Federal Circuit correctly found *Akazawa* controlling on these facts.

Moreover, transfers of patent title by operation of law have long been recognized valid. *See Holden v. Stratton*, 198 U.S. 202, 212 (1905) (explaining that trustee of estate of a bankrupt was "vested, by operation of law, with the title of the bankrupt . . to all . . patents, patent rights, copyrights, and trademarks" upon his appointment as trustee); *cf. Bloomer*, 68 U.S. at 345 (characterizing question as whether "the respondent, [has] under these instruments, either by their proper interpretation or by operation of general law, the right to continue to use, during the extension of the patent by Congress, the three machines which he constructed . . . ") (emphasis added). Indeed, Petitioners stipulated below that a transfer could validly be effected by operation of law when they stipulated that the holding of *Akazawa* "was correct." Pet. App. at 13a (emphasis added).

Remarkably, however, Petitioners claim now that "[t]his Court has recognized the importance of Congress' statutory scheme by holding that Congress' written assignment requirement is the sole statutory mechanism for transferring legal title to a patent." Pet. at 5. Thankfully, this is false. Indeed, if this Court had held that a written assignment is required to transfer title to a patent, then a whole host of patent rights—property rights—would immediately be destroyed. They would be destroyed whenever an inventor dies without a will specifically bequeathing his patent. They would be destroyed whenever a deb-

tor-corporation has been legally dissolved for all purposes and is powerless under state law to execute a binding written instrument assigning its patents. They would be destroyed whenever a corporation is prevented from taking legal action (such as executing a legally effective written assignment) by virtue of unpaid state taxes. They would be destroyed whenever an employee, who had agreed to assign any future patents he acquired as the fruit of his employment, died while his patent application was pending.

In fact, this Court has never held that a written assignment is the sole means for transferring a patent. The very case Petitioners' cite for their assertion on this point actually supports the Federal Circuit's holding below. In *United States v. Dubilier Condenser Corp*, 289 U.S. 178 (1933), the Court observed (again in dicta) that an agreement to assign a patent that had not yet issued "if valid as a contract, will be specifically enforced." *Id.* at 187. Subsequent decisions have repeatedly clarified that, in such a case, "no further act would be required once an invention came into being; the transfer of title would occur by operation of law." *Speedplay v. Bebop*, 211 F.3d 1245, 1253 (Fed. Cir. 2000) (citing *Filmtec v. Allied-Signal*, 939 F.2d 1568, 1570 (Fed. Cir. 1991)).[7]

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[7] Similarly off-point is *Moore v. Marsh*, 74 U.S. (7 Wall.) 515, 520 (1868), in which Petitioners claim "this Court held that Section 14 of the 1836 Patent Act permitted only patentees, assignees, and grantees to sue for patent infringement." Pet. at 13. The Court will search the opinion in vain for any such holding. Indeed, the most the Court said in that 1868 case was "[a]ssignees and grantees, as well as the patentee, may, under some circumstances, maintain an action on the case for an infringement, in their own name, as appears by the express words of the act of Congress."—without any discussion what-

The same principle is reflected here: a patent holder promised its patents in a written agreement as collateral for a loan—expressly providing that the patents were transferrable to the secured creditor in the event of default, if the transfer was done in accordance with the strictures of the Massachusetts UCC—and the agreement was in fact enforced pursuant to the Massachusetts UCC and the patent transferred by operation of that law. Petitioners' claim—that the original patent holder was required to execute a second written instrument re-confirming the transfer *after* Massachusetts law had already operated to vest title in his creditor—is unsupported by any decision of this or any other court.

In the alternative, Petitioners claim that this Court should engage in policy-making, urging that it should announce a new rule of federal preemption in order to (1) surround patents with safeguards usually attaching to real property; (2) ensure that the public has notice of patent ownership; and (3) protect litigants from "unverifiable claims of patent ownership." Pet. at 5. Assuming these were proper concerns for this Court, they present no reason for worry here. First, the detailed and intricate statutory structure set out in the Uniform Commercial Code comes far closer than does section 261's three-word "instrument in writing" provision to fulfilling Petitioner's stated desire that the conveyance of patents be imbued with safeguards resembling those usually attaching to land.[8] Second,

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soever of exclusivity, a question that was simply not before the Court in *Moore*. 74 U.S. (7 Wall.) at 515.

[8] Notably, Congress did not state that patents shall be transferred like real property is transferred (nor has Congress enacted any statutes of general applicability defining how real property is transferred). Just the opposite is true, as section

those same UCC statutes include a recording provision—via a UCC Financing Statement filed in the public registry of the state—to provide the public with notice of a creditor's interest. Indeed, in this case there is no dispute that the public was put on notice, as the secured creditor here filed both a UCC Financing Statement and recorded the same with the United States Patent & Trademark Office. Third, anyone searching the chain of title reflected on the public records in this case would be able to verify the transfer at issue here. The only way such transfers would truly be "unverifiable" is if this Court were to nullify the innumerable transfers made in accordance with the UCC—transfers which are presently reflected in the public records of every state.

As an apparent fall-back position, Petitioners claim an imagined parade of horribles that might flow from the recognition that states can make laws concerning property, even intellectual property. None are realistic or authorized by the Federal Circuit's decision below. First, for general intangibles (patents), the UCC requires a written financing statement. *See Cybernetic*, 252 F.3d at 1044 (examining requirement in California UCC). Any suggestion that the Federal Circuit's decision paved the way for oral or otherwise undocumented UCC patent transfers is simply a red-herring.

To the contrary, the Federal Circuit explains that a written agreement—signed by the debtor no less—existed as a precursor to the transfer that occurred pursuant to state law here. Pet. App. at 3a-6a (describing written agreement granting creditor a

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261 begins with the statement "patents shall have the attributes of personal property" which shall be assignable "by an instrument in writing." 35 U.S.C. § 261.

security interest in the patents and, in the event of default, "the right to exercise all the remedies of a secured party upon such default under the Massachusetts UCC," including right to foreclose and purchase patents at public sale). Thus, the Federal Circuit's decision is actually narrower than *Akazawa* (where no writing existed), and is consistent with prior case law recognizing an operation of law transfer where there existed a similar written agreement. *See Speedplay v. Bebop*, 211 F.3d 1245, 1253 (Fed. Cir. 2000) (recognizing transfer by operation of law where written agreement gave employer a right in future inventions; stating "no further act would be required once an invention came into being; the transfer of title would occur by operation of law.") (citing *Filmtec v. Allied-Signal*, 939 F.2d 1568, 1570 (Fed. Cir. 1991)).

Finally, the only currently-pending amicus brief (filed by the Twenty Second Century Foundation) does not change this analysis, but merely confuses the UCC title vs. lien debate and the facts of this case. That debate concerns an issue not present here: whether title to collateral resides in a debtor or his creditor before default and foreclosure.[9] This case involves rights transferred after foreclosure. While the UCC views the first debate as immaterial (*see* UCC § 9-202), it most certainly addresses this transfer: "[a] secured party's disposition of collateral after default: (1) transfers . . . all of the debtor's rights in the collateral." UCC § 9-617(a)(1). The issue is another red-herring.

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[9] The *Cybernetic* case (252 F.3d at 1044), for instance, reflects this debate and explains that a security interest that has not been foreclosed upon does not transfer a patent.

C. The Federal Circuit's Decision is Consistent with Sound Public Policy.

Finally, the Federal Circuit correctly recognized sound policy reasons to decline announcing a new rule of federal preemption here: A change in the law could invalidate a virtually infinite number of secured transactions (and the subsequent licenses/sublicenses) involving patent collateral that have taken place in fifty states over the nearly six decades since the UCC first debuted. Indeed, the novelty of Petitioners' assertion is most readily apparent when one searches for a single treatise instructing practitioners of the rule Petitioners would have this Court announce. To the contrary, these practice materials affirmatively instruct practitioners that they should follow the procedures set forth in state law to transfer secured patent collateral. *See, e.g.*, Thomas L. Bahrick, *Security Interests in Intellectual Property*, 15 A.I.P.L.A. Q. J. 30, 48 (1987) ("Since there are no federal laws governing the foreclosure of security interests, such proceedings are governed by state laws" and "it is therefore advisable to check the laws of the jurisdiction in question."); P. Heald, *Resolving Priority Disputes In Intellectual Property Collateral*, 1 J. INTELLECTUAL PROPERTY L. 135, 146 (1993) ("foreclosure on federal intellectual property collateral is wholly a matter of state law"); T. Ward, *Creating And Perfecting Security Interests In Intellectual Property*, 9 Maine Bar J. 154, 163 (1994) ("The federal intellectual property statutes do not deal with the rights of secured parties when the debtor-owner defaults.").

Moreover, in advocating to displace the UCC, Petitioners offer no alternative, save that a writing should be required. What if the debtor-corporation

has been legally dissolved for all purposes, and is powerless under state law to execute any written instrument? What if it is prevented from taking action by unpaid state taxes? Petitioners would open a can of worms that the skilled drafters of the UCC have rightly kept shut, and create the potential that patent rights could be extinguished or destroyed upon insolvency.[10] The literal destruction of property and wholesale impairment of contract that such a ruling would effect carries far-reaching consequences that are undesirable, save perhaps by a potential infringer. This merely highlights why this Court has rarely tolerated federal intervention into state contract or property law.

The Federal Circuit also appreciated that creditors will not ignore Petitioners' new rule. Those with an appetite sufficient to continue financing with patent collateral will demand an immediate patent assignment to the creditor pending full repayment of the loan. This in turn deprives patentees of the opportunity to demand a basic UCC protection: the right, upon default, to have a public sale of their patents, and to receive any surplus or proceeds exceeding their debt. *See, e.g.*, UCC §§ 9-602(5) (specifying non-waivable accounting protections in favor of debtors whose rights are subject to the UCC), 9-608(a)(4) ("A

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[10] Many states also preclude a suit to compel an assignment by a dissolved corp. *Keefe v. Glasford*, 532 N.W.2d 626, 70-71 (Neb. 1995) (actions against dissolved corp. barred); *Hunter v. Fort Worth*, 620 S.W.2d 547, 552 (Tex. 1981) (same); *Grell v. Laci Le Beau*, 73 Cal.App.4th 1300, 1306 (Cal. App. 1999) ("During the period that a corp. is suspended for failure to pay taxes, it may not prosecute or defend an action."); 19 Am. Jur. 2d Corporations § 2435 (2008) ("After the expiration of the time allowed for a corp. to wind up its affairs, it cannot sue or be sued").

secured party shall account to and pay a debtor for any surplus"); and 9-615(d) ("the secured party shall account to and pay a debtor for any surplus"). The Federal Circuit correctly avoided this outcome by harmonizing state and federal law, and rejecting Petitioners' unfounded preemption request.

CONCLUSION

Respondents respectfully urge the Court to decline Petitioners' request for a Writ of Certiorari.

Respectfully submitted

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APPENDIX A

Chapter 300 Ownership and Assignment

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301 Assignability of Patents and Applications

35 U.S.C. 261. Ownership: assignment. Subject to the provisions of this title, patents shall have the attributes of personal property.

Applications for patent, patents, or any interest therein, shall be assignable in law by an instrument in writing. The applicant, patentee, or his assigns or

legal representatives may in like manner grant and convey an exclusive right under his application for patent, or patents, to the whole or any specified part of the United States.

A certificate of acknowledgment under the hand and official seal of a person authorized to administer oaths within the United States, or, in a foreign country, of a diplomatic or consular officer of the United States or an officer authorized to administer oaths whose authority is proved by a certificate of a diplomatic or consular officer of the United States, or apostille of an official designated by a foreign country which, by treaty or convention, accords like effect to apostilles of designated officials in the United States, shall be primp facie evidence of the execution of an assignment, grant or conveyance of a patent or application for patent.

An assignment, grant, or conveyance shall be void as against any subsequent purchaser or mortgagee for valuable consideration, without notice, unless it is recorded in the Patent and Trademark Office within three months from its date or prior to the date of such subsequent purchase or mortgage.

35 U.S.C. 262. Joint owners. In the absence of any agreement to the contrary, each of the joint owners of a patent may make, use or sell the patented invention without the consent of and without accounting to the other owners.

37 CFR 1.331. Recording of assignments, (a) Assignments, including grants and conveyances, of patents, national applications, or international applications which designate the United States of America, will be recorded in the Patent and Trademark Office under 35 U.S.C. 261. Other instruments

affecting title to a patent, a national application, or an international application which designates the United States of America, and licenses, even though the recording thereof may not serve as constructive notice under 35 U.S.C. 261, will be recorded as provided in this section or in the discretion of the Commissioner. Any instrument to be recorded, except those under Part 7 of this title, must be accompanied by the fee set forth in § 1.21(h).

(b) No instrument will be recorded which is not in the English language and which does not amount to an assignment, grant, mortgage, lien, incumbrance, or license, or which does not affect the title of the patent or invention to which it relates, and which does not identify the patent or application to which it relates, except as ordered by the Commissioner.

(c) An instrument relating to a patent should identify the patent by number and date (the name of the inventor and title of the invention as stated in the patent should also be given); an instrument relating to a national application, or an international application which designates the United States of America should identify the application by serial number or international application number and date of filing (the name of the inventor and title of the invention as stated in the application should also be given) but if an assignment is executed concurrently with or subsequent to the execution of the application but before the application is filed or before its serial number or international application number and filing date are ascertained, it should adequately identify the application, as by its date of execution and name of the inventor and title of the invention; so that there can be no mistake as to the patent or application intended.

37 CFR 1.333. Conditional Assignments. Assignments which are made conditional on the performance of certain acts or events, as the payment of money or other condition subsequent, if recorded in the Office are regarded as absolute assignments for Office purposes until cancelled with the written consent of both parties or by the decree of a competent court. The Office has no means for determining whether such conditions have been fulfilled.

301.01 Accessibility of Assignment Records

37 CFR 1.12. Assignment records open to public inspection.

(a) The assignment records, relating to original or reissue patents, including digests and indexes, and assignment records relating to pending or abandoned trademark applications and to trademark registrations are open to public inspection and copies of any instrument recorded may be obtained upon request and payment of the fee set forth in § 1.19(a)(5).

(b) Assignment records, digests, and indexes, relating to any pending or abandoned patent application are not available to the public. Copies of any such assignment records and information with respect thereto shall be obtainable only upon written authority of the applicant or applicant's assignee or attorney or agent or upon a showing that the person seeking such information is a bona fide prospective or actual purchaser, mortgagee, or licensee of such application, unless it shall be necessary to the proper conduct of business before the Office or as provided by these rules.

(c) Any request by a member of the public seeking copies of any assignment records of any pending or

abandoned patent application preserved in secrecy under § 1,14, or any information with respect thereto, must (1) be in the form of a petition accompanied by the petition fee set forth in § 1.17(i) or (2) include written authority granting access to the member of the public to the particular assignment records from the applicant or applicant's assignee for attorney or agent of record.

(d) An order for a copy of an assignment should give the identification of the record. If identified only by the name of the patentee and number of the patent, or in the case of a trademark registration by the name of the registrant and number of the registration, or by name of the applicant and serial number or international application number of the application, an extra charge as set forth in § 1.21(f) will be made for the time consumed in making a search for such assignment.

Assignments relating to applications for registration of trademarks are open to public inspection.

The Office will not open certain parts only of an assignment document to public inspection. If such a document contains two or more items, any one of which, if alone, would be open to such inspection, then the entire document will be open. Thus, if an assignment covers either a trademark or a patent in addition to one or more patent applications, it will be available to the public ab initio; and if it covers a number of patent applications, it will be so available as boon as any one of them is patented. Assignments relating only to one or more pending applications for patent will not be open to public inspection.

If the application on which a patent was granted is a division or continuation of an earlier case, the

assignment records of that case will be open to public inspection; similar situations involving continuation-in-part applications will be considered on their individual merits.

Assignment records relating to reissue applications are open to public inspection.

302 Effect of Recording

37 CFR 1.332. Receipt and recording. Assignments are recorded in regular order as promptly as possible, and then transmitted with the date and identification of the record stamped thereon to the persons entitled to them. The date of record is the date of the receipt of the assignment at the Office in proper form and accompanied by the fee set forth in § 1.21(h).

The Patent and Trademark Office will accept and record legible certified copies of original assignments or other instruments.

The certified copy, if not in the English language, will not be recorded unless accompanied by a translation signed by the translator.

Certification shall be to the fact that the instrument submitted is a true copy of the original and shall be made by a notary public or, if in a foreign country, by a consular officer of the United States or an officer authorized to administer oaths and authenticated by a consular officer of the United States. Certification may also be made in the form of a declaration (37 CFR 1.68).

303 Endorsing Assignments on Pending Applications

Certified copies, of patent applications as filed, do not include an indication of assignments. Applicants desiring an indication of assignments of record

should request separately certified copies of assignment documents and submit the fees required by 37 CFR 1.19(b)(1) and (2).

When the determination of the assignment condition of an application is significant, as in the factual situations represented by CI 304 and 305, or when forwarding a form PTO-850 to the Board of Patent Interferences, it is necessary to submit the application to the Assignment Division for a title report.

304 Conflicting Subject Matter in Two Applications of Same Inventor, One of Which Is Assigned

Where applicant has pending two applications with overlapping subject matter claimed therein, and assigns one of the applications in its entirety, which assignment is duly recorded in the Patent and Trademark Office, the assigned application at once may become a reference against the second application for all common subject matter disclosed, irrespective of the dates of filing of the two applications, and also of any subsequent assignment of the second case to another assignee.

Use Form Paragraph 3.01. in conflicting subject matter situations.

3.01 Conflicting Subject Matter In two Applications of Same Inventor, one of Which Is Assigned

This application has overlapping subject matter with that of applicant's copending application serial number [1]. Since an assignment of the copending application has been recorded in the Patent and Trademark Office, applicant is advised that the copending application is considered a reference against the instant application for all common

subject matter disclosed, irrespective of the filing dates of these two applications, and also of any subsequent assignment of this application to another assignee. See MPEP 304.

Examiner Note:

This paragraph only applies when the instant application is not assigned, and thus knowledge thereof cannot be disclosed in the co-pending application. Thus, the presumption is made that the co-pending (assigned) application is prior art, placing the burden on applicant to overcome the presumption. If both are commonly assigned, this presumption is not made and a normal double patenting rejection is made.

305 Different Inventors, Common Ownership

Where there is a common assignee of two or more applications by different inventors involving conflicting subject matter see § 804.03. Note, that in order to reject on the grounds of double patenting the cases must have the same inventive entity. See § 804.

305.02 Claimed Subject Matter the Same or Not Patentably Different

Where the applications by different inventors but of common ownership claim the same subject matter or subject matter that is not patentably different, questions of interference therebetween and with third parties are handled as indicated in §§ 804.03 and 1101.01(b).

306 Assignment of Division, Continuation, Substitute and Continuation-in-Part in Relation to Parent Case

In the case of a continuation-in-part, a prior assignment of the original application is not applied to the continuation-in-part application because the assignment of the original application gives the assignee only the subject matter common to both applications. Continuation-in-part applications require separate assignments if they are to be issued to an assignee.

The front page of the printed patent includes all identifying parent data of continuation-in-part, continuation, divisional, and reissue applications. It should be noted, however, that inclusion of this information does not necessarily indicate that the claims are entitled to the benefit of the earlier filing date.

The Assignment Division has discontinued mailing notification in cases where there is a conflict in assignment between an original application and its divisional, continuation, substitute, or continuation-in-part application. Where there are conflicting assignments, the patent will normally issue to the applicant.

307 Issue to Assignee

35 U.S.C. 152. Issue of patent to assignee. Patents may be granted to the assignee of the inventor of record in the Patent and Trademark Office, upon the application made and the specification sworn to by the inventor, except as otherwise provided in this title.

37 CFR 1.334. Issue of parent to assignee. (a) In case of an assignment of the entire interest in the invention and application, or of the entire interest in the patent to be granted, the patent will normally issue to the assignee. If the assignee should hold an undivided part interest, the patent will normally issue jointly to the inventor and the assignee. If it is desired that the patent so issue, the assignment in either case must first have been recorded, and at a day not later than the date payment is made of the issue fee.

(b) At the time of payment of the issue fee, a statement must be furnished indicating whether or not an assignment has been filed with the Patent and Trademark Office. In the event an assignment has been filed, such statement must include the name and address of the assignee and indicate whether or not an acknowledgment of a recorded assignment has been received from the Patent and Trademark Office.

(c) If the assignment is recorded after the date of payment of the issue fee, the assignee may petition that the patent issue to the assignee as recorded. Any such petition must be accompanied by the fee set forth in § 1.17(i).

For the patent to normally issue to an assignee, the assignment must be recorded in the Patent and Trademark Office at a date not later than the day on which the issue fee is paid.

Only the first appearing name of an assignee, will be printed on the patent where multiple names for the *same* party are identified on the Issue Fee Transmittal form, PTOL-85b. Such multiple names may occur when both a legal name and an "also known as" or "doing business as" name is also

included. This printing practice will not, however, affect the existing practice of recording assignments with the Office in the Assignment Division. The assignee entry on form PTOL-85b should still be completed to indicate the assignment data as recorded in the Office. For example, the assignment filed in the Office and therefore the PTOL-85b assignee entry might read "Smith Company doing business as (d.b.a.) Jones Company." The assignee entry on the printed patent will read "Smith Company."

Irrespective of whether the assignee participates in the prosecution of the application, the patent issues to the assignee if so indicated on the Issue Fee payment form.

308 Notice of Allowance Where Application Is Assigned

The Issue Fee Transmittal. Form portion (PTOL-85b) of the Notice of Allowance provides a space (item 2) for assignment data which should be completed in order to comply with 37 CFR 1.334. Unless an assignee's name and address are identified in item 2 of the Issue Fee Transmittal Form PTOL-85b, the patent will issue to the applicant. Assignment data printed on the patent will be based solely on the information so supplied.

A request for correction of error arising from incomplete or erroneous information furnished in item 2 of PTOL-85b will not be granted as a matter of course and will be subject to adherence to all the requirements of 37 CFR 1.323.

309 Restrictions Upon Employees of Patent and Trademark Office

35 U.S.C. 4. Restrictions on officers and employees as to interest in patents. Officers and employees of the Patent and Trademark Office shall be incapable, during the period of their appointments and for one year thereafter, of applying for a patent and of acquiring, directly or indirectly, except by inheritance or bequest, any patent or any right or interest in any patent, issued or to be issued by the Office. In patents applied for thereafter they shall not be entitled to any priority date earlier than one year after the termination of their appointment.

310 License Rights to Contractor-Owned Inventions Made Under Federally-Sponsored Research and Development

Where a Government contractor retains U.S. domestic patent rights, the contractor is required to include the following statement at the beginning of the application and any patents issued thereon:

> "The U.S. Government has a paid-up license in this invention and the right in limited circumstances to require the patent owner to license others on reasonable terms as provided for by the terms of contract No. (or Grant No.) awarded by (Agency)."

If reference is made in the first sentence of the application to prior copending applications of the applicant, such prior applications must be referred to in the first sentence of the specification (37 CFR 1.78(a) and § 201.11), in this case the required "License Rights" statement should follow immediately as the second paragraph of the specification.

If there is no reference to an earlier application, the required "License Rights" statement should appear as the first paragraph of the specification.

311 Filing of Notice of Arbitration Awards

35 U.S.C 294. Voluntary arbitration.

(a) A contract involving a patent or any right under a patent may contain a provision requiring arbitration of any dispute relating to patent validity or infringement arising under the contract. In the absence of such a provision, the parties to an existing patent validity or infringement dispute may agree in writing to settle such dispute by arbitration. Any such provision or agreement shall be valid, irrevocable, and enforceable, except for any grounds that exist at law or in equity for revocation of a contract.

(b) Arbitration of such disputes, awards by arbitrators and confirmation of awards shall be governed by title 9, United States Code, to the extent such title is not inconsistent with this section. In any such arbitration proceeding, the defenses provided for under section 282 of this title shall be considered by the arbitrator if raised by any party to the proceeding.

(c) An award by an arbitrator shall be final and binding between the parties to the arbitration but shall have no force or effect on any other person. The parties to an arbitration may agree that in the event a patent which is the subject matter of an award is subsequently determined to be invalid or unenforceable in a judgment rendered by a court to competent jurisdiction from which no appeal can or has been taken, such award may be modified by any court of competent jurisdiction upon application by any party to the arbitration. Any such modification shall

govern the rights and obligations between such parties from the date of such modification.

(d) When an award is made by an arbitrator, the patentee, his assignee or licensee shall give notice thereof in writing to the Commissioner. There shall be a separate notice prepared for each patent involved in such proceeding. Such notice shall. set forth the names and addresses of the parties, the name of the inventor, and the name of the patent owner, shall designate the number of the patent, and shall contain a copy of the award. If an award is modified by a court, the party requesting such modification shall give notice of such modification to the Commissioner. The Commissioner shall, upon receipt of either notice, enter the same in the record of the prosecution of such patent. If the required notice is not filed with the Commissioner, any party to the proceeding may provide such notice to the Commissioner.

(e) The award shall be unenforceable until the notice required by subsection (4) is received by the Commissioner.

37 CFR 1.335 Filing of notice of arbitration awards

(a) Written notice of any award by an arbitrator pursuant to 35 U.S.C. 294 must be filed in the Patent and Trademark Office by the patentee, or the patentee's assignee or licensee. If the award involves more than one patent a separate notice must be filed for placement in the file of each patent. The notice must set forth the patent number, the names of the inventor and patent owner, and the names and addresses of the parties to the arbitration. The notice must also include a copy of the award.

(b) If an award by an arbitrator pursuant to 35 U.S.C. 294 is modified by a court, the party requesting the modification must file in the Patent and Trademark Office, a notice of the modification for placement in the file of each patent to which the modification applies. The notice must set forth the patent number, the names of the inventor and patent owner, and the names and addresses of the parties to the arbitration. The notice must also include a copy of the court's order modifying the award.

(c) Any award by an arbitrator pursuant to 35 U.S.C. 294 shall be unenforceable until any notices required by paragraph (a) or (b) of this section are filed in the Patent and Trademark Office. If any required notice is not filed by the party designated in paragraph (a) or (b) of this section, any party to the arbitration proceeding may file such a notice.

The written notices required by this section should be directed to the attention of the Office of the Solicitor, which Office will be responsible for processing of such notices.

APPENDIX B

State of Delaware
Office of the Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "TRADEACCESS, INC.", CHANGING ITS NAME FROM "TRADEACCESS, INC." TO "OZRO INC.", FILED IN THIS OFFICE ON THE THIRD DAY OF MAY, A.D. 2001, AT 3:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

[Logo]

/s/ Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2964845 8100 AUTHENTICATION: 1116630

010215218 DATE: 05-04-01

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF INCORPORATION
OF

TradeAccess, Inc. Pursuant to Section 242
of the General Corporation Law of
The State of Delaware

TRADEACCESS, INC. (hereinafter, the "Corporation"), organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify as follows.

By unanimous written consent of the Board of Directors of the Corporation, a resolution was duly adopted by a majority of the Board of Directors of the Corporation, pursuant to Section 242 of the General Corporation Law of the State of Delaware, setting forth an amendment to the Certificate of Incorporation of the Corporation and declaring such amendment to be advisable. The stockholders of the Corporation duly approved such proposed amendment by written consent in accordance with Sections 228 and 242 of the General Corporation Law of the State of Delaware, and written notice of such consent has been given to all stockholders who have not consented in writing to such amendment. The resolution setting forth the amendment is as follows:

RESOLVED: That, in the judgment of the Board of Directors of the Corporation, it is deemed advisable that the Corporation's Certificate of Incorporation be amended by amending Article FIRST of the Corporation's Certificate of Incorporation to change the name of the Corporation from TradeAccess, Inc. to Ozro Inc.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed by its President this 30th day of April, 2001.

TRADEACCESS, INC.

By: /s/ Gary B. Jackson

Name: Gary B. Jackson

Title: President

APPENDIX C

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 2nd clay of April, 2001 by and between TRADEACCESS, INC., a Delaware corporation with its principal place of business at One Bowdoin Square, 7th Floor, Boston, Massachusetts 02114 ("Grantor"), and SILICON VALLEY BANK, a California-chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462, doing business under the name "Silicon Valley East" ("Lender").

RECITALS

A. Lender has agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan"), pursuant to a certain loan and Security Agreement dated as of December 10, 1999, between Grantor and Lender, as amended from time to time (as amended, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lender Is willing to enter into certain financial accommodations with Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security Interest in certain Copyrights, Trademarks, Patents, and Mask Works, and other assets, to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Lean Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right title and interest, whether presently existing or hereafter acquired In, to and under all of the Collateral (as defined therein).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and Intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest: As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Indebtedness, obligations and liabilities to Lender under the Loan Agreement (hereinafter, the "Indebtedness"), Grantor hereby grants a security Interest in all of Grantor's right, title and Interest In, to and under its registered and unregistered intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), Inducting, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, Including without limitation those set forth on EXHIBIT A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software

and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on EXHIBIT B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, slogans, trade dress, and tradenames, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on EXHIBIT C attached hereto (collectively, the "Trademarks"), but excluding any U.S. Federal trademark or service mark registration application filed under 15 U.S.C. Section 1051(b) until such time as the filing in such application of an amendment under 15 U.S.0 Section 1051(c) to bring the application into conformity with 15 U.S.C. Section 1051(a) or the filing of a verified statement of use under 15 U.S.C. Section 1051(d);;

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on EXHIBIT D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights Identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights, Including, without limitation those set forth on EXHIBIT E attached hereto; and

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary herein contained, the Intellectual Property Collateral shall not include any license or other contract which by its terms prohibits the Grantor from granting a security Interest therein.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

3. Covenants and Warranties. Except as disclosed on the Disclosure Schedule attached hereto and incorporated herein by this reference, Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breath of any IP Agreement to which Grantor is bound.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for or as provided in (I) exclusive or non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement, (ii) liens and security interests granted to Cross Atlantic Capital Partners, Inc. (the "Agent") as agent for Cross Atlantic Technology Fund, L.P., The Co-Investment 2000 Fund, L.P., and 31 Technology Partners, L.P. pursuant to an Intellectual Property Security Agreement dated on or about the date hereof, and (iii) a certain Preferred Escrow Agreement dated on or about the date hereof among DSI Technology Services, Inc., the Grantor, and the Agent;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Lender of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership tight of the Grantor In or to

any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) use commercially reasonable efforts to protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (II) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Lender In writing of material infringements detected and (III) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonnent is appropriate.

(g) Unless Grantor determines that reasonable business practices suggest that such action is not in the Grantor's best interests taking into account all circumstances as they may exist from time to time, Grantor shall promptly register the most recent version of any of Grantor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights In such after acquired Intellectual Property Collateral, in favor of Lender a valid and perfected first priority security interest and collateral assignment in the Intellectual Property

Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder ancl except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby, or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (II) for the perfection in the United States or the exercise by Lender of Its rights and remedies thereunder;

(j) AU Information heretofore, herein or hereafter supplied to Lender by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the

Intellectual property Collateral acquired under such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lender in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral of the rights and remedies of Lender in relation thereto, Including the levy of any legal process against any of the Intellectual Property Collateral.

4. Lender's Rights. Lender shall have the right, but not the obligation, to take at any time in its commercially reasonable discretion, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than once in every six (6) months; provided, however, nothing herein shall entitle Lender access

to Grantor's trade secrets and other proprietary information.

6. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such Instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Lender, to perfect Lender's security interest In all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest In all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Lender as Grantor's attorney-In-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's reasonable discretion, upon Grantor's failure or inability to do so within ten (10) days after written notice from the Lender, to take any action and to execute any instrument which Lender reasonably may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its reasonable discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit 13, Exhibit C, and

Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works In which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Loan Agreement; or any document from Grantor to Lender; or

(b) Grantor breaches any warranty or agreement made by Grantor In this IP Agreement which is not cured within thirty (30) days after its occurrence, provided, however, if the default cannot be cured within thirty (30) days or cannot be cured after Grantor's attempts in the thirty (30) day period, and the default may be cured within a reasonable time, then Grantor shall have additional time, (of not more than thirty (30) days) to attempt to cure the default. During the additional period the failure to cure the default is not an Event of Default under this IP Agreement

8. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the

Massachusetts Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property In which Lender has a security interest and to make it available to Lender at a place reasonably designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works solely to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any reasonable expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred In disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, Incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

10. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shaft execute and deliver to Gran-

tor all deeds, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Lender pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument

14. Law and Jurisdiction. This IP Agreement shall be governed by and construed In accordance with the laws of the Commonwealth of Massachusetts. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF FOR ANY REASON LENDER CANNOT AVAIL ITSELF OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, GRANTOR ACCEPTS JURISDICTION OF THE COURTS AND VENUE IN SANTA CLARA COUNTY, CALIFORNIA.

GRANTOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

15. Confidentiality. In handling any confidential Information, Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lender's subsidiaries or affiliates in connection with their present or prospective business relations with Grantor; (ii) to prospective transferees or purchasers of any interest In the Loans; (iii) as required by law, regulation, subpoena, or other order, (iv) as required In connection with Lenders examination or audit; and (v) as Lender considers appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Lender's possession when disclosed to Lender, or becomes part of the public domain alter disclosure to Lender; or (b) is disclosed to Lender by a third party, If Lender reasonably does

not know that the third party Is prohibited from disclosing the Information.

EXECUTED as a seated Instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

Address of Grantor:

One Bowdoin Square
7th Floor
Boston, Massachusetts
02114

GRANTOR:

TRADEACCESS, INC.
By: /s/ Jeff Conklin
Name: Jeff Conklin
Title: CEO

SILICON VALLEY BANK

By:_____

Name:_____

Title:_____

EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and war find written above.

Address of Grantor:

One Bowdoin Square
7th Floor
Boston, Massachusetts
02114

GRANTOR:

TRADEACCESS, INC.
By:_____
Name:_____
Title:_____

SILICON VALLEY BANK

By: /s/ Pamela A. Braren

Name: Pamela A. Braren

Title: VP

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated April __, 2001.

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

COPYRIGHT DESCRIPTION	REGISTRATION NUMBER	DATE OF ISSUANCE
NONE		

SCHEDULE B -PENDING COPYRIGHT APPLICATIONS

COPYRIGHT DESCRIPTION	APPLICATION NUMBER	DATE OF FILING	CREATION	FIRST DATE OF PUBLIC DISTRIBUTION
NONE				

SCHEDULE C - UNREGISTERED COPYRIGHTS
(Where No Copyright Application is Pending

Copyright Description	Date Of Creation	First Date Of Distribution	Date And Recordation Number Of IP Agreement With Owner Or Original Grantor If Author Or. Owner Of Copyright Is Different From Grantor	Original Author Or Owner Of Copyright Is Different From Grantor
The Dynamic Agreement	v1- (6/21/00)	v1 - (6/21/00)	N/A	N/A
eProcurement Application	v2 - (10/03/00)	v2 - (10/03/00)	N/A	N/A
The Dynamic Agreement	v1 - (6/21/00)	v1 - (6/21/00)	N/A	N/A
Negotiation Engine	v2 - (10/03/00)	v2 - (10/03/00)	N/A	N/A

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated April __, 2001.

EXHIBIT "B"

PATENTS

Patent Description	Docket No.	Country	Serial No.	Filing/ Issue Date	Status
System for Iterative, Multivariate Negotiations over a Network	ET-98-001	USA	6,141,653	10/31/00	Issued
International Transaction Processing System	ET98-003	USA	09/192,729	11/16/98	Pending
Electronic Non-Repudiation System and Method	ET98-006	USA	09/192,979	11/16/98	Pending
System and Method for Ordering Sample Quantities over a Network	ET98-007	USA	09/192,848	11/16/98	Pending
System for Iterative, Multivariate Negotiations over a Network	ET98-001 PCT	USA	PCT/US99/27151	11/16/99	Pending
Iterative Bargaining System	ET98-002PCT	USA	PCT/US99/27224	11/16/99	Pending
International Transaction Processing Center	ET98-003PCT	USA	PCT/US99/27221	11/16/99	Pending
Integrated RemoteWeb Authoring System	ET98-004PCT	USA	PCT/US99/27219	11/16/99	Pending
Sponsored Community System and Method	ET98-005PCT	USA	PCT/US99/27186	11/16/99	Pending
Electronic Non-Repudiation System and Method	ET98-006PCT	USA	PCT/US99/27183	11/16/99	Pending
System and Method for an Automated System of Record	ET00-001CIP	USA	09/702,062	10/30/00	Pending
System and Method for Higher Level Security and Validation	ET00-002CIP	USA	09/702,061	10/30/00	Pending
System and Method for Multiple Repositories	ET00-003CIP	USA	09/702,065	10/30/00	Pending

System and Method for Dynamic Contracts	ET00-004CIP	USA	09/702,063	10/30/00	Pending
System and Method for Contract Authority	ET00-005CIP	USA	09/702,050	10/30/00	Pending
System and Method for Active Templates	ET00-006CIP	USA	09/702,010	10/30/00	Pending
System and Method for Automated, Iterative, Development Negotiations	ET00-007CIP	USA	09/702,049	10/30/00	Pending
System and Method for Process Mining	ET00-008CIP	USA	09/702,128	10/30/00	Pending

EXHIBIT "C"

TRADEMARKS

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS REGISTERED
TRADE ACCESS	US	75/182,907	2,327,514	3-14-2000

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated April __, 2001.

EXHIBIT "D"

MASK WORKS

MASK WORK DESCRIPTION	COUNTRY	SERIAL NO.	REQ. NO.	STATUS

None

Exhibit "E" attached to that certain Intellectual Property Security Agreement dated April __, 2001.

EXHIBIT "E"

LICENSES

1. Strategic Technology Partner Software Agreement between Grantor and Procurepoint.com dated December 22, 1999;
2. Software License and Sublicense Agreement between Grantor and World Commerce Online, Inc., dated May 31, 2000; and
3. Amended and Restated Master Alliance Agreement between Grantor and Andersen Consulting LLP, dated August 31, 2000.

APPENDIX D

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated April __, 2001.

EXHIBIT "B"

PATENTS

Patent Description	Docket No.	Country	Serial No.	Filing/ Issue Date	Status
System for Iterative, Multivariate Negotiations over a Network	ET-98-001	USA	6,141,653	10/31/00	Issued
International Transaction Processing System	ET98-003	USA	09/192,729	11/16/98	Pending
Electronic Non-Repudiation System and Method	ET98-006	USA	09/192,979	11/16/98	Pending
System and Method for Ordering Sample Quantities over a Network	ET98-007	USA	09/192,848	11/16/98	Pending
System for Iterative, Multivariate Negotiations over a Network	ET98-001 PCT	USA	PCT/US99/27151	11/16/99	Pending
Iterative Bargaining System	ET98-002PCT	USA	PCT/US99/27224	11/16/99	Pending
International Transaction Processing Center	ET98-003PCT	USA	PCT/US99/27221	11/16/99	Pending
Integrated RemoteWeb Authoring System	ET98-004PCT	USA	PCT/US99/27219	11/16/99	Pending
Sponsored Community System and Method	ET98-005PCT	USA	PCT/US99/27186	11/16/99	Pending
Electronic Non-Repudiation System and Method	ET98-006PCT	USA	PCT/US99/27183	11/16/99	Pending
System and Method for an Automated System of Record	ET00-001CIP	USA	09/702,062	10/30/00	Pending
System and Method for Higher Level Security and Validation	ET00-002CIP	USA	09/702,061	10/30/00	Pending

System and Method for Multiple Repositories	ET00-003CIP	USA	09/702,065	10/30/00	Pending
System and Method for Dynamic Contracts	ET00-004CIP	USA	09/702,063	10/30/00	Pending
System and Method for Contract Authority	ET00-005CIP	USA	09/702,050	10/30/00	Pending
System and Method for Active Templates	ET00-006CIP	USA	09/702,010	10/30/00	Pending
System and Method for Automated, Iterative, Development Negotiations	ET00-007CIP	USA	09/702,049	10/30/00	Pending
System and Method for Process Mining	ET00-008CIP	USA	09/702,128	10/30/00	Pending

05-10-2001

FORM PTO-1619A

101712420

U.S. Department of Commerce
Patent and Trademark Office
PATENT

RECORDATION FORM COVER SHEET
PATENTS ONLY

To: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

5-2-01

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID#
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [X] Security Agreement
- [ ] License
- [ ] Change of Name
- [ ] Merger
- [ ] Other
- U.S. Government (For Use ONLY by U.S. Government Agencies)
  - [ ] Departmental File
  - [ ] Secret File

Conveying Party(ies)

- [ ] Mark if additional names of conveying parties attached

Name (line 1): TradeAccess, Inc.

Name (line 2):

Second Party
Name (line 1):

Name (line 2):

Execution Date: 4 2 01

Receiving Party

- [ ] Mark if additional names of receiving parties attached

Name (line 1): Silicon Valley Bank

Name (line 2): DBA Silicon Valley East

Address (line 1): 3003 Tasman Drive

Address (line 2):

Address (line 3): Santa Clara (City) CA (State/Country) 95054 (Zip Code)

- [ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment)

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name:

Address (line 1):

Address (line 2):

Address (line 3):

Address (line 4):

FOR OFFICE USE ONLY

720E

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM PTO-1619D
Page 2
U.S. Department of Commerce
Patent and Trademark Office
PATENT

Correspondent Name and Address Area Code and Telephone Number: 703-415-1555

Name: Christopher E. Kondracki

Address line 1: 2001 Jefferson Davis Hwy.

Address line 2: Suite 505

Address line 3: Arlington, VA 22202

Address line 4:

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 16

Application Number(s) or Patent Number(s) [X] Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
09/192,729	09/702,062	09/702,063	6,141,653		
09/192,979	09/702,061	09/702,030			
09/192,868	09/702,065	09/702,010			

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month / Day / Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT 0599/27151 PCT 0899/27231 PCT 0599/27186
PCT 0599/27224 PCT 0899/27219 PCT 0599/27183

Number of Properties Enter the total number of properties involved. # 18

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): $ 720.00

Method of Payment: Enclosed [X] Deposit Account [ ]
Deposit Account
(Enter the payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: # 19-3565

Authorization to charge additional fees: Yes [X] No [ ]

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Christopher E. Kondracki — Name of Person Signing
Signature
May 2, 2001 — Date

FORM PTO-1619C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

Enter additional Conveying Parties

☐ Check if additional names of conveying parties attached

Name (line 1)

Name (line 2)

Name (line 3)

Name (line 4)

Name (line 5)

Name (line 6)

Execution Date
Month Day Year

Execution Date
Month Day Year

Execution Date
Month Day Year

OIPE
MAR 07 1999
PATENT & TRADEMARK OFFICE

Receiving Party(ies)

Enter additional Receiving Party(ies)

☐ Check if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

☐ If document is to be recorded as an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment)

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

☐ If document is to be recorded as an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment)

Application Number(s) or Patent Number(s)

☐ Check if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
09/702,049					
09/702,128					

45a

APPENDIX F

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 3rd day of April, 2001 by and between TradeAccess, Inc. ("Grantor"), and Cross Atlantic Capital Partners, Inc. ("CACP"), as agent for Cross Atlantic Technology Fund, L.P. ("XATF"), The Co-Investment 2000 Fund, L.P. ("CI 2000"), and 3i Technology Partners L.P. ("31") (CACP in its capacity as such agent is referred to herein as the "Agent") as provided in a certain Senior Secured Convertible Promissory Note Purchase Agreement (the "Note Purchase Agreement") of even date by and among the Grantor, XATF, CI 2000, 31, and the Agent.

RECITALS

A. XATF, CI 2000, and 3i (collectively, the "Investors") will make credit extensions to Grantor as described in the Note Purchase Agreement, but only if Grantor grants Agent a security interest in its Copyrights, Trademarks, and Patents, (each as hereinafter defined). Capitalized terms used but not defined herein shall have the same meanings as in the Note Purchase Agreement.

B. The authorization, rights, duties, and obligations of the Agent as collateral agent for the Investors under this IP Agreement are set forth in, and subject to, the terms and conditions of Section 4 of that certain Intercreditor and Subordination Agreement of even date herewith (as the same may be amended and in effect from time to time) by and among the Grantor, the Investors, Silicon Valley

Bank, and the Agent and in accordance with Section 8 of the Note Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations under this IP Agreement, the Note Purchase Agreement and the Notes issued or to be issued thereunder (collectively, the "Secured Obligations"), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security interest. As collateral security for the prompt and complete payment and, performance of all of Grantor's Secured Obligations, Grantor hereby grants to Agent, for benefit and on behalf of Investors, a first priority (except as to liens and security interests granted to Silicon Valley Bank pursuant to an Intellectual Property Security Agreement executed on or about the date hereof) security interest in all of Grantor's right, title and interest throughout the world in, to and under the following (all of which shall collectively be called the "Intellectual Property Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and

computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design patents, design patent applications, design registrations, design registration applications, and design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All inventions, rights to apply for patents, patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, reexaminations, extensions and continuations-in-part of the same and rights of priority related thereto now existing anywhere in the world or hereafter acquired or held, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademarks, servicemarks, tradenames, domain names, corporate names, logos and designs, whether registered or not, applications to register and registrations of the same and like protections now existing anywhere in the world or hereafter adopted or acquired, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks"), but excluding any U.S. Federal trademark or service mark registration application filed under 15 U.S.C. Section 1051(b) until such time as the filing in such application of an amendment under 15 U.S.C. Section 1051(c) to bring the application into conformity with 15 U.S.C. Section 1051(a) or the filing of a verified statement of use under 15 U.S.C. Section 1051(d);

(f) All rights pursuant to that letter agreement by and between Grantor and Jeffrey M. Conklin dated October 5, 2000 and the promissory note in principal amount of $50,000 of even date therewith, relating to the payment of certain legal fees and expenses in connection with the action *Jeffrey M. Conklin, Individually and Derivatively on Behalf of CPIntemational, Inc. v. Beth Perdue v. TradeAccess, at al.*, Suffolk Superior Court Docket No. 99-0335A;

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions and renewals of any of the Copyrights, Trademarks, or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary herein contained, the Intellectual Property Collateral shall not include any license or other contract which by its terms prohibits the Grantor from granting a security interest therein.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks, and their

counterparts in countries other than the United States, record this IP Agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows (except to the extent that anything in the Note Purchase Agreement, Including any schedules thereto, is to the contrary of any such representation or warranty):

(a) Grantor is the sole owner of the intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any agreement to which Grantor is bound.

(c) During the term of this IP Agreement, Grantor will not, and will not attempt to, assign, transfer, license, mortgage, grant any security interest or lien in, or otherwise encumber any interest in the Intellectual Property Collateral, except for (1) exclusive and nonexclusive licenses each of which is made to be taken subject to the obligations set forth in this Agreement granted by Grantor in the ordinary course of business or as set forth in this IP Agreement and (2) liens and security interests granted to Silicon Valley Bank pursuant to an Intellectual Property Security Agreement executed on or about the date hereof.

(d) To its best knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that (1) any part of the Intellectual Property Collateral violates the rights of any third party, (2) any part of the

Intellectual Property Collateral is invalid or unenforceable, or (3) any third party has any interest in or license (except for non-exclusive licenses granted by Grantor in the ordinary course of business) under any part of the Intellectual Property Collateral.

(e) Grantor shall promptly advise Agent of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement.

(f) Grantor shall (i) use commercially reasonable efforts to protect, defend, preserve and maintain the validity and enforceability of the Trademarks, Patents, and Copyrights, (ii) use its best efforts to detect Infringements of the Trademarks, Patents, and Copyrights, and promptly advise Agent in writing of material infringements detected and discuss potential actions with Agent accordingly and (iii) not allow any Trademarks, Patents, or Copyrights to be abandoned, forfeited, expired, cancelled or dedicated to the public without the written consent of Agent, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate, in which event Grantor shall advise Agent of such determination in writing no less than thirty (30) days prior to the last day to take action to avoid abandonment, forfeiture, expiration, cancellation or dedication to the public, or, if less than thirty (30) days is available between the date of receipt by Grantor of notification from a court or agency of an unfavorable decision with respect to a Trademark, Patent, or Copyright and such last day to take action, promptly upon receipt of such notification.

(g) Unless Grantor determines that reasonable business practices suggest that such action is not in the Grantor's best interests taking into account all circumstances as they may exist from time to time, Grantor shall promptly register the most recent version of any of Grantor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Agent may reasonably request from time to time to perfect or continue the perfection of Agent's interest in the Intellectual Property Collateral.

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired intellectual Property Collateral, in favor of Agent a valid and perfected first priority (except as to liens and security interests granted to Silicon Valley Bank pursuant to an Intellectual Property Security Agreement executed on or about the date hereof) security Interest in the intellectual Property Collateral in the United States securing the payment and performance of the Secured Obligations upon making the filings referred to In clause (i) below.

(i) To Its best knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority of U.S. regulatory body is required either (i) for the grant by Grantor of the

security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Grantor In the U.S. or (ii) for the perfection in the United States or the exercise by Agent of its rights and remedies thereunder.

(j) All information heretofore, herein or hereafter supplied to Agent by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into or attempt to enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Agent's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Agent in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral or the rights and remedies of Agent in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

(m) Grantor, Agent, and a source code escrow agent acceptable to both shall, as soon as possible after entering into this IP Agreement, enter into a

Preferred Escrow Agreement in a mutually acceptable form, and Grantor shall maintain, at Grantor's expense, throughout the term of this IP Agreement, a source code escrow in accordance with that agreement or such successor source code escrow agreement as may be agreed by the parties.

4. Agent's Rights: No Duty of Agent. Agent shall have the right, but not the obligation, to take at any time in its commercially reasonable discretion, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, including any action necessary following notice to Agent under Section 3(f)(iii) hereof to avoid abandonment, forfeiture, expiration, cancellation, or dedication to the public. Grantor shall reimburse and indemnify Agent for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4, which reasonable costs and reasonable expenses constitute Secured Obligations. Except as otherwise set forth herein, Agent shall not have as a result of this IP Agreement or otherwise, any duty, to Grantor or any third party, of any description to assist or participate in the obtaining, registration, maintenance, renewal, protection and/or enforcement of the Intellectual Property Collateral.

5. Inspection Rights. Grantor hereby grants to Agent and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto

upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than one (1) in every six (6) months; provided, however, nothing herein shall entitle Agent access to Grantor's trade secrets and other proprietary Information. The foregoing shall not affect the rights (if any) that any of the Investors independently may have with respect to Grantor's trade secrets and other proprietary Information.

6. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and fife and record in the proper filing and recording places in the United States (and such other countries as Grantor and Agent shall agree are appropriate), all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Agent, to perfect Agent's security interest in all Copyrights, Patents, and Trademarks, and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Agent the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Agent as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Agent or otherwise, from time to time in Agent's reasonable discretion, upon Grantor's failure or inability to do so within 10 days after written notice from the Agent, to take any action and to

execute any instrument which Agent reasonably may deem necessary or advisable to accomplish the purposes of this IP Agreement, (provided that Grantor shall not have such 10-day cure period with respect to matters arising under Section 4 hereof):

(i) To modify, in its reasonable discretion, this IP Agreement by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, or Trademarks, in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

7. Events of Default. The occurrence of any Event of Default under the Notes shall constitute an Event of Default under this IP Agreement.

8. Remedies. (a) Upon the occurrence and continuance of an Event of Default, Agent shall have the right to exercise all the remedies of a secured party upon such default under the Massachusetts Uniform Commercial Code (the "UCC") (or other applicable Federal or other law), in addition to which, Agent shall have the following rights and remedies: (i) to take possession of all or any portion of the Intellectual Property Collateral, (ii) to sell, lease, or otherwise dispose of any or all of the Intellectual Property Collateral, in its then condition or following such preparation or processing as the Agent deems advisable and with or without the taking of possession of

any of the Intellectual Property Collateral, and (iii) to exercise all or any of the rights, remedies, powers, privileges, and discretions under all or any of the documents relating to the Secured Obligations.

(b) Sale of Intellectual Property Collateral:

(i) Any sale or other disposition of the Intellectual Property Collateral pursuant to Section 8(a) may be at public or private sale upon such terms and in such manner as the Agent deems advisable, having due regard to compliance with any statute or regulation which might affect, limit, or apply to the Agents disposition of the Intellectual Property Collateral. Unless the Intellectual Property Collateral Is perishable or threatens to decline speedily in value, or is of a type customarily sold on a recognized market (in which event the Agent shall provide the Grantor with such notice as may be practicable under the circumstances), the Agent shall give the Grantor at least seven (7) days prior written notice of the date, time, and place of any proposed public sale, and of the date after which any private sale or other disposition of the Intellectual Property Collateral may be made. The Grantor agrees that such written notice shall satisfy all requirements for notice to the Grantor which are imposed under the UCC or other applicable law with respect to the Agent's exercise of the Agent's rights and remedies upon default.

(ii) The Agent may purchase the Intellectual Property Collateral, or any portion of it at any public sale held under this Agreement.

(iii) The Agent shall apply the proceeds of any exercise of the Agent's Rights and Remedies

under this Agreement towards the Secured Obligations in such manner, and with such frequency, as the Agent reasonably determines.

(c) Upon the occurrence and continuance of an Event of Default, Agent shall have the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Agent has a security interest and to make it available to Agent at the Grantor's sole risk and expense at a place reasonably designated by Agent. Agent shall have an exclusive, royalty free license (subject, however to all currently existing licenses and licenses entered into by the Grantor in the ordinary course of business) to use the Intellectual Property Collateral in which the Grantor now or hereafter has rights, such license to be solely to the extent necessary for Agent's exercise of its rights and remedies upon the occurrence of an Event of Default under this Agreement. Grantor will pay any reasonable expenses (including reasonable attorney's fees) incurred by Agent in connection with the exercise of any of Agent's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. The rights, remedies, powers, privileges, and discretions of the Agent hereunder (herein, the "Agent's Rights and Remedies") shall be cumulative and not exclusive of any rights or remedies which it would otherwise have. No delay or omission by the Agent in exercising or enforcing any of the Agent's Rights and Remedies shall operate as, or constitute, a waiver thereof. No waiver by the Agent of any Event of Default or of any default under any other agreement shall operate as a waiver of any other default hereunder or under any other agreement. No single or partial exercise of any of the Agent's Rights or Remedies, and no express or

implied agreement or transaction of whatever nature entered into between the Agent and any person, at any time, shall preclude the other or further exercise of the Agent's Rights and Remedies. No waiver by the Agent of any of the Agent's Rights and Remedies on any one occasion shall be deemed a waiver on any subsequent occasion, nor shall it be deemed a continuing waiver. All of the Agent's Rights and Remedies and all of the Agent's. rights, remedies, powers, privileges, and discretions under any other agreement or transaction are cumulative, and not alternative or exclusive, and may be exercised by the Agent at such time or times and in such order of preference as the Agent in its sole discretion may determine. The Agent's Rights and Remedies may be exercised without resort or regard to any other source of satisfaction of the Secured Obligations.

9. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder or at such earlier time as the Release Conditions are satisfied, the Agent shall execute and deliver to Grantor all deeds, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Agent pursuant hereto.

10. Indemnification. The Grantor shall indemnify, defend, and hold the Agent and any employee, officer, or agent of the Agent (each, an "Indemnified Person") harmless of and from any claim brought or threatened against any Indemnified Person by the Grantor, any guarantor or endorser of the Secured Obligations, or any other Person (as well as from attorneys' reasonable fees and expenses in connection therewith) on account of the Agent's relationship with the

Grantor hereunder established or any other guarantor or endorser of the Secured Obligations (each of which may be defended, compromised, settled, or pursued by the Indemnified Person with counsel of the Agent's selection, but at the expense of the Grantor) other than any claim as to which a final determination is made in a judicial proceeding (in which the Agent and any other Indemnified Person has had an opportunity to be heard), which determination includes a specific finding that the Indemnified Person seeking indemnification had acted in a grossly negligent manner or in actual bad faith. The within indemnification shall survive payment of the Secured Obligations and/or any termination, release, or discharge executed by the Agent in favor of the Grantor.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements.

13. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS SHALL APPLY TO THIS AGREEMENT. GRANTOR ACCEPTS FOR ITSELF

AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS ASSIGNMENT.

16. Confidentiality. In handling any confidential information, Agent shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made as required by law, regulation, rule or order, subpoena judicial order or similar order, provided that the Agent shall promptly give notice to the Grantor of any subpoena or other order compelling disclosure so that the Grantor may seek a protective order.

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

Address of Grantor:

One Bowdoin Square
Suite 700
Boston, MA 02114

GRANTOR:

TRADEACCESS, INC.

By: Jeffrey Conklin
Name: Jeffrey Conklin
Title: CEO

AGENT:

Cross Atlantic Capital Partners, Inc., as Agent for 3i Technology Partners

LP: Cross Atlantic Technology Fund, LP. and The Co-Investment 2000 Fund, LP.

By: _____
Name: _____
Title: _____

required by law, regulation, rule or order, subpoena judicial order or similar order, provided that Agent shall promptly give notice to the Grantor of any subpoena or other order compelling disclosure so that the Grantor may seek a protective order.

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and first above written. Address

Address of Grantor:

Ole Bowdoin Square
Suite 700
Boston, MA 02114

GRANTOR:

TRADEACCESS, INC.

By:_____
Name:_____
Title:_____

AGENT:

Cross Atlantic Capital Partners, Inc., as Agent for 3i Technology Partners LP: Cross Atlantic Technology Fund, LP. and The Co-Investment 2000 Fund, LP.

By: GLENN T. RIEGER
Name GLENN T. RIEGER
Title: President

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated April 2001

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

COPYRIGHT DESCRIPTION	REGISTRATION NUMBER	DATE OF ISSUANCE
NONE		

SCHEDULE B -PENDING COPYRIGHT APPLICATIONS

COPYRIGHT DESCRIPTION	APPLICATION NUMBER	DATE OF FILING	CREATION	FIRST DATE OF PUBLIC DISTRIBUTION
NONE				

SCHEDULE C - UNREGISTERED COPYRIGHTS
(Where No Copyright Application is Pending

Copyright Description	Date Of Creation	First Date Of Distribution	Date And Recordation Number Of IP Agreement With Owner Or Original Grantor If Author Or Owner Of Copyright Is Different From Grantor	Original Author Or Owner Of Copyright Is Different From Grantor
The Dynamic Agreement	v1- (6/21/00)	v1 - (6/21/00)	N/A	N/A
eProcurement Application	v2 - (10/03/00)	v2 - (10/03/00)	N/A	N/A
The Dynamic Agreement	v1 - (6/21/00)	v1 - (6/21/00)	N/A	N/A
Negotiation Engine	v2 - (10/03/00)	v2 - (10/03/00)	N/A	N/A

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated April __, 2001.

EXHIBIT "B"

PATENTS

Patent Description	Docket No.	Country	Serial No.	Filing/ Issue Date	Status
System for Iterative, Multivariate Negotiations over a Network	ET-98-001	USA	6,141,653	10/31/00	Issued
International Transaction Processing System	ET98-003	USA	09/192,729	11/16/98	Pending
Electronic Non-Repudiation System and Method	ET98-006	USA	09/192,979	11/16/98	Pending
System and Method for Ordering Sample Quantities over a Network	ET98-007	USA	09/192,848	11/16/98	Pending
System for Iterative, Multivariate Negotiations over a Network	ET98-001 PCT	USA	PCT/US99/27151	11/16/99	Pending
Iterative Bargaining System	ET98-002PCT	USA	PCT/US99/27224	11/16/99	Pending
International Transaction Processing Center	ET98-003PCT	USA	PCT/US99/27221	11/16/99	Pending
Integrated RemoteWeb Authoring System	ET98-004PCT	USA	PCT/US99/27219	11/16/99	Pending
Sponsored Community System and Method	ET98-005PCT	USA	PCT/US99/27186	11/16/99	Pending
Electronic Non-Repudiation System and Method	ET98-006PCT	USA	PCT/US99/27183	11/16/99	Pending
System and Method for an Automated System of Record	ET00-001CIP	USA	09/702,062	10/30/00	Pending
System and Method for Higher Level Security and Validation	ET00-002CIP	USA	09/702,061	10/30/00	Pending
System and Method for Multiple Repositories	ET00-003CIP	USA	09/702,065	10/30/00	Pending

System and Method for Dynamic Contracts	ET00-004CIP	USA	09/702,063	10/30/00	Pending
System and Method for Contract Authority	ET00-005CIP	USA	09/702,050	10/30/00	Pending
System and Method for Active Templates	ET00-006CIP	USA	09/702,010	10/30/00	Pending
System and Method for Automated, Iterative, Development Negotiations	ET00-007CIP	USA	09/702,049	10/30/00	Pending
System and Method for Process Mining	ET00-008CIP	USA	09/702,128	10/30/00	Pending

EXHIBIT "C"

TRADEMARKS

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS REGISTERED
TRADE ACCESS	US	75/182,907	2,327,514	3-14-2000

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated April __, 2001.

EXHIBIT "D"

LICENSES

1. Strategic Technology Partner Software Agreement between Grantor and Procurepoint.com dated December 22, 1999;
2. Software License and Sublicense Agreement between Grantor and World Commerce Online, Inc., dated May 31, 2000; and
3. Amended and Restated Master Alliance Agreement between Grantor and Andersen Consulting LLP, dated August 31, 2000.

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
PATENT

06-27-2001

6701 RE[redacted]ET

101762794

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

[X] New

[ ] Resubmission (Non-Recordation)
Document ID#

[ ] Correction of PTO Error
Reel # Frame #

[ ] Corrective Document
Reel # Frame #

Conveyance Type

[ ] Assignment [X] Security Agreement

[ ] License [ ] Change of Name

[ ] Merger [ ] Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)
[ ] Departmental File [ ] Secret File

Conveying Party(ies)

[ ] Mark if additional names of conveying parties attached

Name (line 1): TRADEACCESS, INC.
Execution Date (Month Day Year): 04032001

Name (line 2):

Second Party
Name (line 1):
Execution Date (Month Day Year):

Name (line 2):

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name (line 1): CROSS ATLANTIC CAPITAL PARTNERS, INC.

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2):

Address (line 1): FIVE RADNOR CORPORATE CENTER, SUITE 555

Address (line 2): 100 MATSONFORD ROAD

Address (line 3): RADNOR (City) PENNSYLVANIA (State/Country) 19087 (Zip Code)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name:

Address (line 1):

Address (line 2):

Address (line 3):

Address (line 4):

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

FORM PTO-1619B
Expires 06/30/99
OMB 0651-0027

Page 2

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Correspondent Name and Address Area Code and Telephone Number 215-979-1000

Name: WILLIAM H. MURRAY, ESQUIRE

Address (line 1): DUANE, MORRIS & HECKSCHER LLP

Address (line 2): ONE LIBERTY PLACE

Address (line 3): PHILADELPHIA, PA 19103-7396

Address (line 4):

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 12

Application Number(s) or Patent Number(s) [X] Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
09192729	09702062	09702063	6141653		
09192979	09702061	09702050			
09192848	09702065	09702010			

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT | PCT | PCT

PCT | PCT | PCT

Number of Properties Enter the total number of properties involved. # 12

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): $ 480.00

Method of Payment: Deposit Account — Enclosed [X] Deposit Account [ ]

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 04-1679

Authorization to charge additional fees: Yes [X] No [ ]

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

ROBERT E. ROSENTHAL — Name of Person Signing

Signature

06-18-2001 — Date

FORM PTO-1619C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies) ☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Execution Date (Month Day Year)

Name (line 1): TRADEACCESS, INC. — 04032001

Name (line 2):

Name (line 1): — Execution Date (Month Day Year):

Name (line 2):

Name (line 1): — Execution Date (Month Day Year):

Name (line 2):

Receiving Party(ies) ☐ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1): CROSS ATLANTIC CAPITAL PARTNERS, INC. ☐ If document is to be recorded in an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2):

Address (line 1): FIVE RADNOR CORPORATE CENTER, SUITE 555

Address (line 2): 100 MATSONFORD ROAD

Address (line 3): RADNOR (City) | PENNSYLVANIA (State/Country) | 19087 (Zip Code)

Name (line 1): ☐ If document is to be recorded in an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2):

Address (line 1):

Address (line 2):

Address (line 3): (City) | (State/Country) | (Zip Code)

Application Number(s) or Patent Number(s) ☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
09702049					
09702128					

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 3 day of April, 2001 by and between TradeAccess, Inc. ("Grantor"), and Cross Atlantic Capital Partners, Inc. ("CACP"), as agent for Cross Atlantic Technology Fund, LP. ("XATF"), The Co-Investment 2000 Fund, L.P. ("CI 2000"), and 3i Technology Partners L.P. ("3i) (CACP in its capacity as such agent is referred to herein as the "Agent") as provided in a certain Senior Secured Convertible Promissory Note Purchase Agreement (the "Note Purchase Agreement") of even date by and among the Grantor, XATF, CI 2000, 3i, and the Agent.

RECITALS

A. XATF, CI 2000, and 3i (collectively, the "Investors") will make credit extensions to Grantor as described in the Note Purchase Agreement, but only if Grantor grants Agent a security interest in its Copyrights, Trademarks, and Patents, (each as hereinafter defined). Capitalized terms used but not defined herein shall have the same meanings as in the Note Purchase Agreement.

B. The authorization, rights, duties, and obligations of the Agent as collateral agent for the Investors under this IP Agreement are set forth in, and subject to, the terms and conditions of Section 4 of that certain Intercreditor and Subordination Agreement of even date herewith (as the same may be amended and in effect from time to time) by and among the Grantor, the Investors, Silicon Valley Bank, and the Agent and in accordance with Section 8 of the Note Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations under this IP Agreement, the Note Purchase Agreement and the Notes issued or to be issued thereunder (collectively, the "Secured Obligations"), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantors Secured Obligations. Grantor hereby grants to Agent, for benefit and on behalf of Investors, a first priority (except as to liens and security interests granted to Silicon Valley Bank pursuant to an Intellectual Property Security Agreement executed on or about the date hereof) security interest in all of Grantor's right, title and interest throughout the world in, to and under the following (all of which shall collectively be called the "Intellectual Property Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design patents, design patent applications, design registrations, design registration applications, and design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All inventions, rights to apply for patents, patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, reexaminations, extensions and continuations-in-part of the same and rights of priority related thereto now existing anywhere in the world or hereafter acquired or held, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademarks, servicemarks, tradenames, domain names, corporate names, logos and designs, whether registered or not, applications to register and registrations of the same and like protections now existing anywhere in the world or hereafter adopted or acquired, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks"), but excluding any U.S. Federal trademark or service mark registration application filed under 15 U.S.C. Section 1051(b) until such time as the filing in such application of an amendment under 15 U.S.C. Section 1051(c) to bring the application into conformity with 15 U.S.C. Section 1051(a) or the filing of a verified statement of use under 15 U.S.C. Section 1051(d);

(f) All rights pursuant to that letter agreement by and between Grantor and Jeffrey M. Conklin dated October 5, 2000 and the promissory note In

principal amount of $50,000 of even date therewith, relating to the payment of certain legal fees and expenses in connection with the action *Jeffrey At Conklin, Individually and Derivatively on Behalf of CPInternational, Inc. v. Beth Perdue v. TradeAccess, et al.*, Suffolk Superior Court Docket No. 99-0335A ;

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions and renewals of any of the Copyrights, Trademarks, or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary herein contained, the Intellectual Property Collateral shall not include any license or other contract which by its terms prohibits the Grantor from granting a security interest therein.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks, and their counterparts in countries other than the United States, record this IP Agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows (except to the extent that anything in the Note Purchase Agreement, including any schedules thereto, is to the contrary of any such representation or warranty):

(a) Grantor is the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any agreement to which Grantor is bound.

(c) During the term of this IP Agreement, Grantor will not, and will not attempt to, assign, transfer. license, mortgage, grant any security interest or Gen in, or otherwise encumber any interest in the Intellectual Property Collateral, except for (1) exclusive and nonexdusive licenses each of which is made to be taken subject to the obligations set forth in this Agreement granted by Grantor in the ordinary course of business or as set forth in this IP Agreement and (2) liens and security interests granted to Silicon Valley Bank pursuant to an Intellectual Property Security Agreement executed on or about the date hereof.

(d) To its best knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that (1) any part of the Intellectual Property Collateral violates the rights of any third party, (2) any part of the Intellectual Property Collateral is invalid or unenforceable, or (3) any third party has any interest in or license

(except for non-exclusive licenses granted by Grantor In the ordinary course of business) under any part of the Intellectual Property Collateral.

(e) Grantor shall promptly advise Agent of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement.

(f) Grantor shall (I) use commercially reasonable efforts to protect, defend, preserve and maintain the validity and enforceability of the Trademarks, Patents, and Copyrights, (ii) use its best efforts to detect infringements of the Trademarks, Patents, and Copyrights, and promptly advise Agent in wilting of material infringements detected and discuss potential actions with Agent accordingly and (iii) not allow any Trademarks, Patents, or Copyrights to be abandoned, forfeited, expired, cancelled or dedicated to the public without the written consent of Agent, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate, in which event Grantor shall advise Agent of such determination in writing no less than thirty (30) days prior to the last day to take action to avoid abandonment, forfeiture, expiration, cancellation or dedication to the public, or, if less than thirty (30) days is available between the date of receipt by Grantor of notification from a court or agency of an unfavorable decision with respect to a Trademark, Patent, or Copyright and such last day to take action, promptly upon receipt of such notification.

(g) Unless Grantor determines that reasonable business practices suggest that such action is not in

the Grantor's best interests taking into account all circumstances as they may exist from time to time, Grantor shall promptly register the most recent version of any of Grantor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Agent may reasonably request from time to time to perfect or continue the perfection of Agent's interest in the Intellectual Property Collateral.

(h) This IP Agreement creates, and in the case of after acquired Intellectual discretions under any other agreement or transaction are cumulative and not alternative or exclusive, and may be exercised by the Agent at such time or times and in such order of

* * *

5. Inspection Rights. Grantor hereby grants to Agent and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the intellectual Property Collateral, and to Inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than one (1) in every six (6) months; provided, however, nothing herein shall entitle Agent access to Grantor's trade secrets and other proprietary information. The foregoing shall not affect the rights (if any) that any of the Investors Independently may have with respect to Grantor's trade secrets and other proprietary information.

6. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver; and file and record in the proper filing and recording places in the United States (and such other countries as Grantor and Agent shall agree are appropriate), all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Agent, to perfect Agent's security interest in all Copyrights, Patents, and Trademarks, and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Agent the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Agent as Grantor's attorney-in-fact, with 'full authority in the place and stead of Grantor and in the name of Grantor, Agent or otherwise, from time to time in Agent's reasonable discretion, upon Grantor's failure or inability to do so within 10 days after written notice from the Agent, to take any action and to execute any Instrument which Agent reasonably may deem necessary or advisable to accomplish the purposes of this IP Agreement. (provided that Grantor shall not have such 10-day cure period with respect to matters arising under Section 4 hereof):

(i) To modify, in its reasonable discretion, this IP Agreement by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any.

Copyrights, Patents, or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right. title or interest In any Copyrights, Patents, or Trademarks, in which Grantor no longer has or claims any right, title or Interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

7. Events of Default. The occurrence of any Event of Default under the Notes shall constitute an Event of Default under this IP Agreement.

8. Remedies. (a) Upon the occurrence and continuance of an Event of Default, Agent shall have the right to exercise all the remedies of a secured party upon such default under the Massachusetts Uniform Commercial Code (the "UCC") (or other applicable Federal or other law), in addition to which, Agent shall have the following rights and remedies: (i) to take required by law, regulation, rule or order, subpoena judicial order or similar order, provided that the Agent shall promptly give notice to the Grantor of any subpoena or other order compelling disclosure so that the Grantor may seek a protective order.

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

Address of Grantor:

GRANTOR:

TRADEACCESS, INC.
By: /s/ Jeff Conklin
Name: Jeff Conklin
Title: CEO

AGENT:

Cross Atlantic Capital Partners, Inc., as Agent for 3i Technology Partners L.P., Cross Atlantic Technology Fund, L.P. and The Co-Investment 2000 Fund, L.P.

By: /s/ Glenn T. Rieger
Name: Glenn T. Rieger
Title: President

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated April __, 2001

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

COPYRIGHT DESCRIPTION	REGISTRATION NUMBER	DATE OF ISSUANCE

NONE

SCHEDULE B -PENDING COPYRIGHT APPLICATIONS

COPYRIGHT DESCRIPTION	APPLICATION NUMBER	DATE OF FILING	CREATION	FIRST DATE OF PUBLIC DISTRIBUTION

NONE

SCHEDULE C - UNREGISTERED COPYRIGHTS
(Where No Copyright Application is Pending

Copyright Description	Date Of Creation	First Date Of Distribution	Date And Recordation Number Of IP Agreement With Owner Or Original Grantor If Author Or Owner Of Copyright Is Different From Grantor	Original Author Or Owner Of Copyright Is Different From Grantor
The Dynamic Agreement	v1- (6/21/00)	v1 - (6/21/00)	N/A	N/A
eProcurement Application	v2 - (10/03/00)	v2 - (10/03/00)	N/A	N/A
The Dynamic Agreement	v1 - (6/21/00)	v1 - (6/21/00)	N/A	N/A
Negotiation Engine	v2 - (10/03/00)	v2 - (10/03/00)	N/A	N/A

Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Agent a valid and perfected first priority (except as to liens and security interests granted to Silicon Valley Bank pursuant to an Intellectual Property Security Agreement executed on or about the date hereof) security interest In the Intellectual Property Collateral In the United States securing the payment and performance of the Secured Obligations upon making the filings referred to In clause (I) below.

(i) To its best knowledge, except for, and upon, the filing with the United States Patent and

Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority of U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Agent of its rights and remedies thereunder.

(j) All information heretofore, herein or hereafter supplied to Agent by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into or attempt to enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Agent's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Agent in writing of any event that

materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral or the rights and remedies of Agent in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

(m) Grantor, Agent, and a source code escrow agent acceptable to both shall, as soon as possible after entering into this IP Agreement, enter into a Preferred Escrow Agreement in a mutually acceptable form, and Grantor shall maintain, at Grantor's expense, throughout the term of this IP Agreement, a source code escrow in accordance with that agreement or such successor source code escrow agreement as may be agreed by the parties.

4. Agent's Rights; No Duty of Agent. Agent shall have the right, but not the obligation, to take at any time in its commercially reasonable discretion, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, including any action necessary following notice to Agent under Section 3(f)(iii) hereof to avoid abandonment, forfeiture, expiration, cancellation, or dedication to the public. Grantor shalt reimburse and indemnify Agent for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4, which reasonable costs and reasonable expenses constitute Secured Obligations. Except as otherwise set forth herein, Agent shall not have as a result of this IP Agreement or otherwise, any duty, to Grantor or any third party, of any description to assist or participate in the obtaining, registration, maintenance,

renewal, protection and/or enforcement of the Intellectual Property Collateral.

* * *

required by law, regulation, rule or order, subpoena Judicial order or similar order, provided that the Agent shall promptly give notice to the Grantor of any subpoena or other order compelling disclosure so that the Grantor may seek a protective order.

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

Address of Grantor:

GRANTOR:

TRADEACCESS, INC.
By: /s/ Jeff Conklin
Name: Jeff Conklin
Title: CEO

AGENT:

Cross Atlantic Capital Partners, Inc., as Agent for 3i Technology Partners L.P., Cross Atlantic Technology Fund, L.P. and The Co-Investment 2000 Fund, L.P.

By: /s/ Glenn T. Rieger
Name: Glenn T. Rieger
Title: President

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated April __, 2001

EXHIBIT "B"

PATENTS

Patent Description	Docket No.	Country	Serial No.	Filing/ Issue Date	Status
System for Iterative, Multivariate Negotiations over a Network	ET-98-001	USA	6,141,653	10/31/00	Issued
International Transaction Processing System	ET98-003	USA	09/192,729	11/16/98	Pending
Electronic Non-Repudiation System and Method	ET98-006	USA	09/192,979	11/16/98	Pending
System and Method for Ordering Sample Quantities over a Network	ET98-007	USA	09/192,848	11/16/98	Pending
System for Iterative, Multivariate Negotiations over a Network	ET98-001 PCT	USA	PCT/US99/27151	11/16/99	Pending
Iterative Bargaining System	ET98-002PCT	USA	PCT/US99/27224	11/16/99	Pending
International Transaction Processing Center	ET98-003PCT	USA	PCT/US99/27221	11/16/99	Pending
Integrated RemoteWeb Authoring System	ET98-004PCT	USA	PCT/US99/27219	11/16/99	Pending
Sponsored Community System and Method	ET98-005PCT	USA	PCT/US99/27186	11/16/99	Pending
Electronic Non-Repudiation System and Method	ET98-006PCT	USA	PCT/US99/27183	11/16/99	Pending
System and Method for an Automated System of Record	ET00-001CIP	USA	09/702,062	10/30/00	Pending
System and Method for Higher Level Security and Validation	ET00-002CIP	USA	09/702,061	10/30/00	Pending

System and Method for Multiple Repositories	ET00-003CIP	USA	09/702,065	10/30/00	Pending
System and Method for Dynamic Contracts	ET00-004CIP	USA	09/702,063	10/30/00	Pending
System and Method for Contract Authority	ET00-005CIP	USA	09/702,050	10/30/00	Pending
System and Method for Active Templates	ET00-006CIP	USA	09/702,010	10/30/00	Pending
System and Method for Automated, Iterative, Development Negotiations	ET00-007CIP	USA	09/702,049	10/30/00	Pending
System and Method for Process Mining	ET00-008CIP	USA	09/702,128	10/30/00	Pending

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated April __, 2001

EXHIBIT "C"

TRADEMARKS

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS REGISTERED
TRADE ACCESS	US	75/182,907	2,327,514	3-14-2000

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated April __, 2001.

EXHIBIT "D"

LICENSES

1. Strategic Technology Partner Software Agreement between Grantor and Procurepoint.com dated December 22, 1999;
2. Software License and Sublicense Agreement between Grantor and World Commerce Online, Inc., dated May 31, 2000; and
3. Amended and Restated Master Alliance Agreement between Grantor and Andersen Consulting LLP, dated August 31, 2000.

APPENDIX H

[Logo] UNITED STATES
PATENT AND
TRADEMARK OFFICE

JULY 01, 2003

PTAS

Under Secretary of Commerce
For Intellectual Property and
Director of the United States
Patent and Trademark Office
Washington, DC 20231
www.uspto.gov

KLETT ROONEY LIEBER &
SCHORLING, PC
MARY M. MCATEER
1000 WEST STREET
SUITE 1410
WILMINGTON, DE 19801

[Bar Code]
102370022A

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE

QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 02/14/2003

REEL/FRAME: 013758/0788

NUMBER OF PAGES: 9

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR: TRADEACCESS, INC

DOC DATE: 02/14/2003

ASSIGNEE:
CROSS ATLANTIC CAPITAL PARTNERS, INC.
5 RADNOR CORPORATE CENTER,
STE. 555
RADNOR, PENNSYLVANIA 19087

SERIAL NUMBER: 09192729
FILING DATE: 11/16/1998
PATENT NUMBER: 6338050
ISSUE DATE: 01/08/2002

SERIAL NUMBER: 09192979
FILING DATE: 11/16/1998
PATENT NUMBER: 6336105
ISSUE DATE: 01/01/2002

SERIAL NUMBER: 09192848	FILING DATE: 11/16/1998
PATENT NUMBER: 6332135	ISSUE DATE: 12/18/2001
SERIAL NUMBER: 09702062	FILING DATE: 10/30/2000
PATENT NUMBER	ISSUE DATE:
SERIAL NUMBER: 09702061	FILING DATE: 10/30/2000
PATENT NUMBER	ISSUE DATE:
SERIAL NUMBER: 09702065	FILING DATE: 10/30/2000
PATENT NUMBER:	ISSUE DATE:
SERIAL NUMBER: 09702063	FILING DATE: 10/30/2000
PATENT NUMBER:	ISSUE DATE:
SERIAL NUMBER: 09702050	FILING DATE: 10/30/2000
PATENT NUMBER:	ISSUE DATE:
SERIAL NUMBER: 09702010	FILING DATE: 10/30/2000
PATENT NUMBER:	ISSUE DATE:
SERIAL NUMBER: 09702049	FILING DATE: 10/30/2000
PATENT NUMBER:	ISSUE DATE:
SERIAL NUMBER: 09702128	FILING DATE: 10/30/2000
PATENT NUMBER:	ISSUE DATE:
SERIAL NUMBER: 09192735	FILING DATE: 11/16/1998
PATENT NUMBER: 6141653	ISSUE DATE: 10/31/2000

SERIAL NUMBER: FILING DATE:
PATENT NUMBER: ISSUE DATE:
PCT NUMBER:
US9927151

SERIAL NUMBER: FILING DATE:
PATENT NUMBER: ISSUE DATE:
PCT NUMBER:
US9927224

SERIAL NUMBER: FILING DATE:
PATENT NUMBER: ISSUE DATE:
PCT NUMBER:
US9927221

SERIAL NUMBER: FILING DATE:
PATENT NUMBER: ISSUE DATE:
PCT NUMBER:
US9927219

SERIAL NUMBER: FILING DATE:
PATENT NUMBER: ISSUE DATE:
PCT NUMBER:
US9927186

SERIAL NUMBER: FILING DATE:
PATENT NUMBER: ISSUE DATE:
PCT NUMBER:
US9927183

02-24-2003

Form PTO-1595
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

102370022

Department of Commerce
nt and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

TrafficAccess, Inc.

2-14-03

Additional name(s) of conveying party(ies) attached? yes ☐ no ☒

2. Name and address of receiving party(ies):

Name: Crest Atlantic Capital Partners, Inc.

Street Address: 5 Radnor Corporate Center, Ste. 555

City: Radnor State: PA Zip: 1987

Country: USA

3. Nature of Conveyance:

Assignment ☒ Merger ☐
Security Agreement ☐ Change of Name ☐
Other:

FEB 14 2003

Execution Date: February 14, 2003

Additional name(s) & address(es) attached? yes ☐ no ☒

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent Registration No.(s)

See attached Schedule of patents and patent applications.

Additional numbers attached? yes ☒ no ☐

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mary M. McAteer, Paralegal

Internal Address: Klett Rooney Lieber & Schorling, PC

Street Address: 1000 West Street, Suite 1410

City: Wilmington State: Delaware Zip Code: 19801

6. Total number of applications and patents involved: 18

7. Total Fee (37 CFR § 3.41)..... $ 720.00

Enclosed Check No. _____

☒ Authorized to be charged to Deposit Account

8. Deposit Account No. 11-1163
(Attach duplicate copy of this page if paying by deposit acct.)

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mary M. McAteer
Name of Person Signing

Signature

2-14-03
Date

Total number of pages including cover sheet, attachments and documents: 11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

02/12
01:E

938

PATENTS

Patent Description	Docket No.	Country	Serial No.	Filing/ Issue Date	Status
System for Iterative, Multivariate Negotiations over a Network	ET-98-001	USA	6,141,653	10/31/00	Issued
International Transaction Processing System	ET98-003	USA	09/192,729	11/16/98	Pending
Electronic Non-Repudiation System and Method	ET98-006	USA	09/192,979	11/16/98	Pending
System and Method for Ordering Sample Quantities over a Network	ET98-007	USA	09/192,848	11/16/98	Pending
System for Iterative, Multivariate Negotiations over a Network	ET98-001 PCT	USA	PCT/US99/27151	11/16/99	Pending
Iterative Bargaining System	ET98-002PCT	USA	PCT/US99/27224	11/16/99	Pending
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Sponsored Community System and Method	ET98-005PCT	USA	PCT/US99/27186	11/16/99	Pending
Electronic Non-Repudiation System and Method	ET98-006PCT	USA	PCT/US99/27183	11/16/99	Pending
System and Method for an Automated System of Record	ET00-001CIP	USA	09/702,062	10/30/00	Pending
System and Method for Higher Level Security and Validation	ET00-002CIP	USA	09/702,061	10/30/00	Pending
System and Method for Multiple Repositories	ET00-003CIP	USA	09/702,065	10/30/00	Pending
System and Method for Dynamic Contracts	ET00-004CIP	USA	09/702,063	10/30/00	Pending
System and Method for Contract Authority	ET00-005CIP	USA	09/702,050	10/30/00	Pending

System and Method for Active Templates	ET00-006CIP	USA	09/702,010	10/30/00	Pending
System and Method for Automated, Iterative, Development Negotiations	ET00-007CIP	USA	09/702,049	10/30/00	Pending
System and Method for Process Mining	ET00-008CIP	USA	09/702,128	10/30/00	Pending

NON-RECOURSE ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the sum of One Hundred Thirty-Five Thousand Three Hundred and Eighteen Dollars and 73/100 ($135,318.73), SILICON VALLEY BANK., a California-chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462(hereinafter, the "Assignor" hereby sells, assigns, and transfers WITHOUT RECOURSE to CROSS ATLANTIC TECHNOLOGY FUND, LP, ("XATF"), a Delaware limited partnership and THE CO-INVESTMENT 2000 FUND, L,P. ("CI-2000"), a Delaware limited partnership (collectively, hereinafter the "Assignee"), as tenants in common with a 2/3 undivided interest to XATF and 1/3 undivided interest to CI-2000, in accordance with the terms hereof, all right, title, and interest of the Assignor as owner and holder of a certain secured loan arrangement with OZRO, INC., f/k/a TRADEACCESS, INC., a Delaware corporation (hereinafter, the "Borrower"), and all rights, remedies, powers, and discretions of the Assignor thereunder, as if the Assignor had specifically and separately assigned to the Assignee each of the loan documents, including all collateral documents described on Exhibit "A" annexed hereto (which documents, together with any and all exhibits, schedules, supplements, instruments; documents and agreements executed by the Borrower and the Assignor in connection with the foregoing, and any and all extensions, renewals, amendments, substitutions and replacements thereto and thereof, shall be referred to collectively as the "Assigned Documents").

1. Assignor's Representations and Warranties. The Assignor warrants and represents solely the following:

   a. The sum of One Hundred Thirty-Five Thousand Three Hundred and Eighteen Dollars and 73/100 ($135,318.73) is outstanding under the Assigned Documents as of December 18, 2002.

   b. No further payments of principal or interest will be received by the Assignor. If any such payment is hereafter received by the Assignor, it will be delivered to the Assignee.

   c. The Assignor has not previously assigned, encumbered, conveyed, or otherwise transferred any interest in the Assigned Documents to any person or entity. The Assignor has not released any collateral securing any obligations of Borrowe under the Assigned Documents.

   d. The execution by the Assignor of this Non-Recourse Assignment and the performance by the Assignor of the Assignor's obligations hereunder respectively have been duly authorized by all requisite corporate action, Neither such execution nor such performance will violate any order of any court or governmental agency or any agreement by which the Assignor is bound.

2. Exclusion of Assignor's Warranties and Representations. Except as specifically provided above, this Non-Recourse Assignment is made by the Assignor without any representations or warranties whatsoever, whether expressed, implied, or imposed by law, Without limiting the generality of the foregoing total exclusion of representations

and warranties, this Non-Recourse Assignment is made:

a. Without any representations or warranties with respect to the genuineness of any signature other than those made by or on behalf of the Assignor.

b. Without any representations or warranties with respect to the collectibility of any amount owed to the Assignor by the Borrower.

c. Without any representations as to the financial condition of the Borrower.

d. Without any representations or warranties with respect to the existence, value, or condition of any collateral (if any) granted to secure the amounts owed under the Assigned Documents.

e. Without any of the representations or warranties described in Article 3 and Article 9 of the Uniform Commercial Code as adopted by the Commonwealth of Massachusetts (presently, Mass. General Laws Ch. 106), as may be amended and in effect from time to time.

f. Without any representations or warranties with respect to the legality, validity, sufficiency, or enforceability of any of the Assigned Documents.

g. Without any representations or warranties with respect to the validity, enforceability, attachment, priority, or perfection of any security interest, attachment, relief, or encumbrance, included in the Assigned Documents, or the compliance with applicable law of any proceedings commenced or followed by the

Assignor with respect to the Assignor's loan arrangement with the Borrower.

3. Assignee's Acknowledgment. The Assignee acknowledges the foregoing exclusion of representations and warranties and further acknowledges and agrees that except as provided in Paragraph 1, above, the Assignor has not made any representations or warranties whatsoever.

4. Representations by Assignee. The Assignee represents the following:

   a. The Assignee has determined to purchase this Non-Recourse Assignment and the Assigned Documents following the Assignee's own independent review and inspection of whatever matters the Assignee deemed necessary or appropriate, and not in reliance upon any information provided by the Assignor.

   b. The Assignee has made its own independent investigation and evaluation as to the facts and circumstances relating to this Non-Recourse Assignment.

   c. The Assignee has entered into this transaction after consultation with independent counsel of the Assignee's own selection and with the sole exception of the representations and warranties specifically made in Paragraph 1, above, is not relying upon any representation or warranty of the Assignor in consummating this transaction,

   d. The execution by the Assignee of this Non-Recourse Assignment and the performance by the Assignee of the Assignee's obligations hereunder respectively have been duly autho-

rized by all requisite action. Neither such execution nor such performance will violate any order of any court or governmental agency or any agreement by which the Assignee is bound.

5. Delivery of Assigned Documents. Simultaneously with the Assignor's receipt of the payment by the Assignee described above, the Assignor shall deliver the following to the Assignee:

   a. All of the original Assigned Documents; and

   b. An assignment of each financing statement of record duly executed on behalf of the Assignor.

6. Miscellaneous.

   a. This Non-Recourse Assignment constitutes the entire agreement between the Assignor and the Assignee with respect to the subject matter herein, shall be construed in accordance with the internal law of The Commonwealth of Massachusetts without regard to any conflicts of laws or principals, and is intended to take effect as a sealed instrument.

   b. The Assignor and the Assignee agree that any legal action, proceeding, case, or controversy with respect to this Non-Recourse Assignment or any Loan Document may be brought in the Superior Court of Suffolk County Massachusetts or in the United States District Court, District of Massachusetts, sitting in Boston, Massachusetts, By execution and delivery of this Non-Recourse Assignment, the Assignee and the Assignor, for themselves and in respect of their property, accept, submit, and

consent generally and unconditionally, to the jurisdiction of the aforesaid courts.

i. The Assignor and the Assignee WAIVE personal service of any and all process upon either of them, and irrevocably consent to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by certified mail, postage prepaid, to either of them at their address set forth above, such service to become effective five (5) business days after such mailing.

ii. The Assignor and the Assignee WAIVE any objection based on forum non conveniens and any objection to venue of any action or proceeding instituted under this Non-Recourse Assignment or any of the Assigned Documents and consent to the granting of such legal or equitable remedy as is deemed appropriate by the Court.

iii. Nothing herein shall affect the right of the Assignor to bring legal actions or proceedings in any other competent jurisdiction.

iv. EACH OF THE ASSIGNEE AND THE ASSIGNOR MAKES THE FOLLOWING WAIVER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY, AND UNDERSTANDS THAT THE ASSIGNOR AND THE ASSIGNEE, AS APPLICABLE, IN ENTERING INTO THE WITHIN AGREEMENT IS RELYING THEREON. EACH OF THE ASSIGNEE OR THE ASSIGNOR, IF AND TO THE EXTENT OTHERWISE ENTITLED THERETO, HEREBY IRRE-

VOCABLY WAIVES ANY PRESENT OR FUTURE RIGHT OF THE ASSIGNEE OR ASSIGNOR TO A JURY IN ANY TRIAL OF ANY CASE OR CONTROVERSY IN WHICH THE ASSIGNOR OR ASSIGNEE JS OR BECOMES A PARTY (WHETHER SUCH CASE OR CONTROVERSY IS INITIATED BY OR AGAINST THE ASSIGNOR OR THE ASSIGNEE OR IN WHICH THE ASSIGNOR OR THE ASSIGNEE IS JOINED AS A PARTY LITIGANT), WHICH CASE OR CONTROVERSY ARISES OUT OF, OR IS IN RESPECT OF, THE AGREEMENT SET FORTH HEREIN, OR ANY RELATIONSHIP BETWEEN NO ASSIGNEE OR THE ASSIGNOR, WHETHER ALONE OR WITH OTHERS, AND THE ASSIGNOR OR THE ASSIGNEE RELATIVE TO THE LOAN, THE WITHIN ASSIGNMENT, OR OTHERWISE

c. The Assignee shall indemnify, defend, and hold the Assignor and any employee, officer, or agent of the Assignor (each, an "Indemnified Person") harmless of and from any claim brought or threatened against any Indemnified Person by the Borrower, any guarantor or endorser of the Borrower's obligations, or any other person (as well as from attorneys' reasonable fees and expenses in connection therewith arising out of this Non-Recourse Assignment, with respect to facts or circumstances which occur after the execution and delivery of this Non-Recourse Assignment, (each of which may be defended, compromised, settled, or pursued by the Indemnified Person with counsel of the

Assignor's selection, but at the expense of the Assignee), The indemnification shall include, without limitation, any and all losses, damages, claims, suits, proceedings, liabilities, costs and expenses which may be imposed on, sustained, incurred, suffered by, or asserted against any such Indemnified Person, directly or indirectly, as a result or related to or arising out of (i) the breach of any representation, warranty, covenant, or agreement of the Assignee contained in this Non- Recourse Assignment, or (ii) any act or omission of Assignee, its agents or employees, in connection with any of the Assigned Documents after the date hereof.

7. Successors and Assigns. This Non-Recourse Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Further Assurances. The Assignor and the Assignee each agree that in the event any further action is necessary or desirable to carry out the purposes of the Non-Recourse Assignment after the date hereof, each of them will take such further action (including the execution and delivery of such further instruments and documents) as either party may request, all at the sole cost and expense of the requesting party.

Executed as an instrument under seal this 18th day of December, 2002.

SILICON VALLEY BANK

By:_____
Name:_____
Title:_____

Acknowledged, agreed, and accepted
on the terms and conditions set forth herein:

CROSS ATLANTIC TECHNOLOGY
FUND, L.P.

By: XATF MANAGEMENT, L.P,, its
General Partner

By: Cross Atlantic Capital Partners, Inc.,
its General Partner

By: /s/ Glenn T. Rieger
Name: Glenn T. Rieger
Title: President

THE CO-INVESTMENT FUND 2000, L,P,

By: CO-INVEST MANAGEMENT 2000 FUND,
its General Partner

By: Co-Invest Capital Partners, Inc., its
General Partner

By: /s/ Richard M. Fox
Name: Richard M. Fox
Title: Executive Vice President

Executed as an instrument under seal this 18th day of December, 2002.

SILICON VALLEY BANK

By: /s/ Lauren M. Scott
Name: Lauren M. Scott
Title: Vice President

Acknowledged, agreed, and accepted
on the terms and conditions set forth herein:

CROSS ATLANTIC TECHNOLOGY
FUND, L.P.

By: XATF MANAGEMENT, L.P,, its
General Partner

By: Cross Atlantic Capital Partners, Inc.,
its General Partner

By: _____
Name: _____
Title: _____

THE CO-INVESTMENT FUND 2000, L,P,

By: CO-INVEST MANAGEMENT 2000 FUND,
its General Partner

By: Co-Invest Capital Partners, Inc., its
General Partner

By: _____
Name: _____
Title: _____

The Undersigned hereby consents to the matters described herein

OZRO, INC., f/k/a TRADEACCESS, INC.

By: /s/ R. Barry Borden
Name: _____
Title: Chairman

EXHIBIT A

The "Assigned Documents" shall consist of solely of the following (together with any and all exhibits, schedules, supplements, instruments, documents and agreements executed by the Borrower and the Assignor in connection with the foregoing, and any and all extensions, renewals, amendments, substitutions and replacements thereto and thereof):

1. Loan and Security Agreement dated December 10, 1999;
2. Negative Pledge Agreement dated December 10, 1999;
3. Intellectual Property Security Agreement dated April 2, 2001;
4. Intercreditor and Subordination Agreement by and among Assignor, Cross Atlantic Technology Fund, L.P., the Co-Investment 2000 Fund, L,P., 3i Technology Partners, L.P., and Cross Atlantic Capital Partners, Inc. as agent, dated April 3, 2001;
5. Stock Pledge Agreement dated January 22, 2002;
6. Letter Agreement by and among Assignor, Cross Atlantic Capital Partners, Inc,, for itself and as agent for Cross Atlantic Technology Fund, L.P., and The Co-Investment 2000 Fund, L.P., and Assignee dated February 14, 2002.
7. Control Agreement by and among, Assignor, Assignee, Cross Atlantic Capital Partners, Inc., as pledgee and agent for Cross Atlantic Technology Fund, L.P., and the Co-Investment 2000 Fund, L.P., and Janney Montgomery Scott, LLC, dated March __, 2002.

8. Control Agreement by and among, Assignor, Assignee, Cross Atlantic Capital Partners, Inc., for itself and as agent for Cross Atlantic Technology Fund, L.P., and The Co-Investment 2000 Fund, L.P.

9. Financing Statements, including any notice or assignment documents filed with the U.S. Patent & Trademark Office or any other federal or state agency, commission or authority.

APPENDIX I

NOTIFICATION OF PUBLIC DISPOSITION
OF COLLATERAL
(NON-CONSUMER TRANSACTION)

February 18, 2003

To: Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
Attention: Michelle D. Giannini

From: Cross Atlantic Capital Partners, Inc., as agent
for Cross Atlantic Technology Fund, L.P.
and The Co-Investment 2000 Fund, L.P.
Five Radnor Corporate Center, Suite 555
100 Matsonford Road
Radnor, PA 19087

Name of Debtor(s): OZRO, INC. f/k/a TradeAccess, Inc.
P.O. Box 688
Bala Cynwyd, PA 19004

NOTICE OF PUBLIC DISPOSITION

We will sell the property set forth on the Addendum to this Notification to the highest qualified bidder in public as follows:

Day and Date:	Friday, March 14, 2003
Time:	11:00 a.m. EST
Place:	In the offices of Klett Rooney Lieber & Schorling Two Logan Square, 12th Floor Philadelphia, PA 19103

You are entitled to an accounting of the unpaid indebtedness secured by the property that we intend to sell for a charge of $250.00. You may request an accounting by contacting the following:

Brian Adamsky, Chief Financial Officer
Cross Atlantic Capital Partners, Inc.
Five Radnor Corporate Center, Suite 555
100 Matsonford Road
Radnor, PA 19087
(610) 995-2650 (telephone)
(610) 971-2062 (facsimile)

William H. Schorling, Esquire
KLETT ROONEY LIEBER & SCHORLING
Two Logan Square, 12th Floor
Philadelphia, PA 19103
(215) 567-7500 (telephone)
(215) 567-2737 (facsimile)
Attorneys for Cross Atlantic Capital
Partners, Inc.

NOTIFICATION OF PUBLIC DISPOSITION OF COLLATERAL (NON-CONSUMER TRANSACTION)

February 18, 2003

To: 3i Technology Partners, L.P.
890 Waltham Street, Suite 160
Waltham, MA 02451
Attention: Marko Maschek

From: Cross Atlantic Capital Partners, Inc., as agent for Cross Atlantic Technology Fund, L.P. and The Co-Investment 2000 Fund, L.P.
Five Radnor Corporate Center, Suite 555
100 Matsonford Road
Radnor, PA 19087

Name of Debtor(s): OZRO, INC. f/k/a TradeAccess, Inc.
P.O. Box 688
Bala Cynwyd, PA 19004

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(610) 971-2062 (facsimile)

William H. Schorling, Esquire
KLETT ROONEY LIEBER & SCHORLING
Two Logan Square, 12th Floor
Philadelphia, PA 19103
(215) 567-7500 (telephone)
(215) 567-2737 (facsimile)
Attorneys for Cross Atlantic Capital
Partners, Inc.

NOTIFICATION OF PUBLIC DISPOSITION OF COLLATERAL (NON-CONSUMER TRANSACTION)

February 18, 2003

To: Leasetec Systems Credit
75 Second Avenue, Suite 200
Needham Heights, MA 02494

From: Cross Atlantic Capital Partners, Inc., as agent
for Cross Atlantic Technology Fund, L.P.
and The Co-Investment 2000 Fund, L.P.
Five Radnor Corporate Center, Suite 555
100 Matsonford Road
Radnor, PA 19087

Name of Debtor(s): OZRO, INC. f/k/a TradeAccess, Inc.
P.O. Box 688
Bala Cynwyd, PA 19004

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Radnor, PA 19087
(610) 995-2650 (telephone)
(610) 971-2062 (facsimile)

William H. Schorling, Esquire
KLETT ROONEY LIEBER & SCHORLING
Two Logan Square, 12th Floor
Philadelphia, PA 19103
(215) 567-7500 (telephone)
(215) 567-2737 (facsimile)
Attorneys for Cross Atlantic Capital
Partners, Inc.

NOTIFICATION OF PUBLIC DISPOSITION OF COLLATERAL (NON-CONSUMER TRANSACTION)

February 18, 2003

To: Newcourt Leasing Corporation
550 Cochituate Road
Framingham, MA 01701

From: Cross Atlantic Capital Partners, Inc., as agent
for Cross Atlantic Technology Fund, L.P.
and The Co-Investment 2000 Fund, L.P.
Five Radnor Corporate Center, Suite 555
100 Matsonford Road
Radnor, PA 19087

Name of Debtor(s): OZRO, INC. f/k/a TradeAccess, Inc.
P.O. Box 688
Bala Cynwyd, PA 19004

NOTICE OF PUBLIC DISPOSITION

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Time:	11:00 a.m. EST
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Cross Atlantic Capital Partners, Inc.
Five Radnor Corporate Center, Suite 555
100 Matsonford Road
Radnor, PA 19087
(610) 995-2650 (telephone)
(610) 971-2062 (facsimile)

William H. Schorling, Esquire
KLETT ROONEY LIEBER & SCHORLING
Two Logan Square, 12th Floor
Philadelphia, PA 19103
(215) 567-7500 (telephone)
(215) 567-2737 (facsimile)
Attorneys for Cross Atlantic Capital
Partners, Inc.

NOTIFICATION OF PUBLIC DISPOSITION OF COLLATERAL (NON-CONSUMER TRANSACTION)

February 18, 2003

To: Ozro, Inc. f/k/a Trade Acess, Inc.
P.O. Box 688
Bala Cynwyd, PA 19004
Attention: Barry Borden

From: Cross Atlantic Capital Partners, Inc., as agent
for Cross Atlantic Technology Fund, L.P.
and The Co-Investment 2000 Fund, L.P.
Five Radnor Corporate Center, Suite 555
100 Matsonford Road
Radnor, PA 19087

Name of Debtor(s): OZRO, INC. f/k/a TradeAccess, Inc.
P.O. Box 688
Bala Cynwyd, PA 19004

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Cross Atlantic Capital Partners, Inc.
Five Radnor Corporate Center, Suite 555
100 Matsonford Road
Radnor, PA 19087
(610) 995-2650 (telephone)
(610) 971-2062 (facsimile)

William H. Schorling, Esquire
KLETT ROONEY LIEBER & SCHORLING
Two Logan Square, 12th Floor
Philadelphia, PA 19103
(215) 567-7500 (telephone)
(215) 567-2737 (facsimile)
Attorneys for Cross Atlantic Capital
Partners, Inc.

NOTIFICATION OF PUBLIC DISPOSITION OF COLLATERAL (NON-CONSUMER TRANSACTION)

February 18, 2003

To: Jeffrey M. Conklin
41 Rutland Square
Boston, MA 02118

From: Cross Atlantic Capital Partners, Inc., as agent
for Cross Atlantic Technology Fund, L.P.
and The Co-Investment 2000 Fund, L.P.
Five Radnor Corporate Center, Suite 555
100 Matsonford Road
Radnor, PA 19087

Name of Debtor(s): OZRO, INC. f/k/a TradeAccess, Inc.
P.O. Box 688
Bala Cynwyd, PA 19004

NOTICE OF PUBLIC DISPOSITION

We will sell the property set forth on the Addendum to this Notification to the highest qualified bidder in public as follows:

Day and Date:	Friday, March 14, 2003
Time:	11:00 a.m. EST
Place:	In the offices of Klett Rooney Lieber & Schorling Two Logan Square, 12th Floor Philadelphia, PA 19103

You are entitled to an accounting of the unpaid indebtedness secured by the property that we intend to sell for a charge of $250.00. You may request an accounting by contacting the following:

Brian Adamsky, Chief Financial Officer
Cross Atlantic Capital Partners, Inc.
Five Radnor Corporate Center, Suite 555
100 Matsonford Road
Radnor, PA 19087
(610) 995-2650 (telephone)
(610) 971-2062 (facsimile)

William H. Schorling, Esquire
KLETT ROONEY LIEBER & SCHORLING
Two Logan Square, 12th Floor
Philadelphia, PA 19103
(215) 567-7500 (telephone)
(215) 567-2737 (facsimile)
Attorneys for Cross Atlantic Capital
Partners, Inc.

NOTIFICATION OF PUBLIC DISPOSITION OF COLLATERAL (NON-CONSUMER TRANSACTION)

February 18, 2003

To: David Foucher
533 Columbus Avenue, #1
Boston, MA 02118

From: Cross Atlantic Capital Partners, Inc., as agent
for Cross Atlantic Technology Fund, L.P.
and The Co-Investment 2000 Fund, L.P.
Five Radnor Corporate Center, Suite 555
100 Matsonford Road
Radnor, PA 19087

Name of Debtor(s): OZRO, INC. f/k/a TradeAccess, Inc.
P.O. Box 688
Bala Cynwyd, PA 19004

NOTICE OF PUBLIC DISPOSITION

We will sell the property set forth on the Addendum to this Notification to the highest qualified bidder in public as follows:

Day and Date:	Friday, March 14, 2003
Time:	11:00 a.m. EST
Place:	In the offices of Klett Rooney Lieber & Schorling Two Logan Square, 12th Floor Philadelphia, PA 19103

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Brian Adamsky, Chief Financial Officer
Cross Atlantic Capital Partners, Inc.
Five Radnor Corporate Center, Suite 555
100 Matsonford Road
Radnor, PA 19087
(610) 995-2650 (telephone)
(610) 971-2062 (facsimile)

William H. Schorling, Esquire
KLETT ROONEY LIEBER & SCHORLING
Two Logan Square, 12th Floor
Philadelphia, PA 19103
(215) 567-7500 (telephone)
(215) 567-2737 (facsimile)
Attorneys for Cross Atlantic Capital
Partners, Inc.

NOTIFICATION OF PUBLIC DISPOSITION OF COLLATERAL (NON-CONSUMER TRANSACTION)

February 18, 2003

To: Daniel Foucher
195 South Road
Bedford, MA 01730

From: Cross Atlantic Capital Partners, Inc., as agent
for Cross Atlantic Technology Fund, L.P.
and The Co-Investment 2000 Fund, L.P.
Five Radnor Corporate Center, Suite 555
100 Matsonford Road
Radnor, PA 19087

Name of Debtor(s): OZRO, INC. f/k/a TradeAccess, Inc.
P.O. Box 688
Bala Cynwyd, PA 19004

NOTICE OF PUBLIC DISPOSITION

We will sell the property set forth on the Addendum to this Notification to the highest qualified bidder in public as follows:

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Time:	11:00 a.m. EST
Place:	In the offices of Klett Rooney Lieber & Schorling Two Logan Square, 12th Floor Philadelphia, PA 19103

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Brian Adamsky, Chief Financial Officer
Cross Atlantic Capital Partners, Inc.
Five Radnor Corporate Center, Suite 555
100 Matsonford Road
Radnor, PA 19087
(610) 995-2650 (telephone)
(610) 971-2062 (facsimile)

William H. Schorling, Esquire
KLETT ROONEY LIEBER & SCHORLING
Two Logan Square, 12th Floor
Philadelphia, PA 19103
(215) 567-7500 (telephone)
(215) 567-2737 (facsimile)
Attorneys for Cross Atlantic Capital
Partners, Inc.

NOTIFICATION OF PUBLIC DISPOSITION OF COLLATERAL (NON-CONSUMER TRANSACTION)

February 18, 2003

To: Maureen Stretch
26 Charles Street
Natick, MA 01760

From: Cross Atlantic Capital Partners, Inc., as agent for Cross Atlantic Technology Fund, L.P. and The Co-Investment 2000 Fund, L.P.
Five Radnor Corporate Center, Suite 555
100 Matsonford Road
Radnor, PA 19087

Name of Debtor(s): OZRO, INC. f/k/a TradeAccess, Inc.
P.O. Box 688
Bala Cynwyd, PA 19004

NOTICE OF PUBLIC DISPOSITION

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Five Radnor Corporate Center, Suite 555
100 Matsonford Road
Radnor, PA 19087
(610) 995-2650 (telephone)
(610) 971-2062 (facsimile)

William H. Schorling, Esquire
KLETT ROONEY LIEBER & SCHORLING
Two Logan Square, 12th Floor
Philadelphia, PA 19103
(215) 567-7500 (telephone)
(215) 567-2737 (facsimile)
Attorneys for Cross Atlantic Capital
Partners, Inc.

NOTIFICATION OF PUBLIC DISPOSITION OF COLLATERAL (NON-CONSUMER TRANSACTION)

February 18, 2003

To: Christopher E. Kondracki
2001 Jefferson Davis Highway
Suite 505
Arlington, VA 22202

From: Cross Atlantic Capital Partners, Inc., as agent
for Cross Atlantic Technology Fund, L.P.
and The Co-Investment 2000 Fund, L.P.
Five Radnor Corporate Center, Suite 555
100 Matsonford Road
Radnor, PA 19087

Name of Debtor(s): OZRO, INC. f/k/a TradeAccess, Inc.
P.O. Box 688
Bala Cynwyd, PA 19004

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William H. Schorling, Esquire
KLETT ROONEY LIEBER & SCHORLING
Two Logan Square, 12th Floor
Philadelphia, PA 19103
(215) 567-7500 (telephone)
(215) 567-2737 (facsimile)
Attorneys for Cross Atlantic Capital
Partners, Inc.

NOTIFICATION OF PUBLIC DISPOSITION OF COLLATERAL (NON-CONSUMER TRANSACTION)

February 18, 2003

To: William H. Murray
Duane, Morris & Heckscher, LLP
One Liberty Place
Philadelphia, PA 19103-7396

From: Cross Atlantic Capital Partners, Inc., as agent
for Cross Atlantic Technology Fund, L.P.
and The Co-Investment 2000 Fund, L.P.
Five Radnor Corporate Center, Suite 555
100 Matsonford Road
Radnor, PA 19087

Name of Debtor(s): OZRO, INC. f/k/a TradeAccess, Inc.
P.O. Box 688
Bala Cynwyd, PA 19004

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William H. Schorling, Esquire
KLETT ROONEY LIEBER & SCHORLING
Two Logan Square, 12th Floor
Philadelphia, PA 19103
(215) 567-7500 (telephone)
(215) 567-2737 (facsimile)
Attorneys for Cross Atlantic Capital
Partners, Inc.

NOTIFICATION OF PUBLIC DISPOSITION OF COLLATERAL (NON-CONSUMER TRANSACTION)

February 18, 2003

To: William J. Flanagan
58 Hillcrest Road
Belmont, MA 02478

From: Cross Atlantic Capital Partners, Inc., as agent for Cross Atlantic Technology Fund, L.P.
and The Co-Investment 2000 Fund, L.P.
Five Radnor Corporate Center, Suite 555
100 Matsonford Road
Radnor, PA 19087

Name of Debtor(s): OZRO, INC. f/k/a TradeAccess, Inc.
P.O. Box 688
Bala Cynwyd, PA 19004

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William H. Schorling, Esquire
KLETT ROONEY LIEBER & SCHORLING
Two Logan Square, 12th Floor
Philadelphia, PA 19103
(215) 567-7500 (telephone)
(215) 567-2737 (facsimile)
Attorneys for Cross Atlantic Capital
Partners, Inc.

NOTIFICATION OF PUBLIC DISPOSITION OF COLLATERAL (NON-CONSUMER TRANSACTION)

February 18, 2003

To: Cross Atlantic Capital Partners, Inc.
Five Radnor Corporate Center, Suite 555
100 Matsonford Road
Radnor, PA 19087
Attention: Brian Adamsky

From: Cross Atlantic Capital Partners, Inc., as agent for Cross Atlantic Technology Fund, L.P.
and The Co-Investment 2000 Fund, L.P.
Five Radnor Corporate Center, Suite 555
100 Matsonford Road
Radnor, PA 19087

Name of Debtor(s): OZRO, INC. f/k/a TradeAccess, Inc.
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William H. Schorling, Esquire
KLETT ROONEY LIEBER & SCHORLING
Two Logan Square, 12th Floor
Philadelphia, PA 19103
(215) 567-7500 (telephone)
(215) 567-2737 (facsimile)
Attorneys for Cross Atlantic Capital
Partners, Inc.

NOTIFICATION OF PUBLIC DISPOSITION OF COLLATERAL (NON-CONSUMER TRANSACTION)

February 18, 2003

To: I-Many, Inc.
511 Congress Street
Portland, ME 04101
Attention: Kevin F. Collins, CFO

From: Cross Atlantic Capital Partners, Inc., as agent
for Cross Atlantic Technology Fund, L.P.
and The Co-Investment 2000 Fund, L.P.
Five Radnor Corporate Center, Suite 555
100 Matsonford Road
Radnor, PA 19087

Name of Debtor(s): OZRO, INC. f/k/a TradeAccess, Inc.
P.O. Box 688
Bala Cynwyd, PA 19004

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William H. Schorling, Esquire
KLETT ROONEY LIEBER & SCHORLING
Two Logan Square, 12th Floor
Philadelphia, PA 19103
(215) 567-7500 (telephone)
(215) 567-2737 (facsimile)
Attorneys for Cross Atlantic Capital
Partners, Inc.

ADDENDUM TO NOTIFICATION OF PUBLIC DISPOSITION OF COLLATERAL

The property ("Collateral") to be sold at the public sale set forth in the foregoing Notification, includes, without limitation, all of Ozro, Inc. f/k/a TradeAccess, Inc.'s ("Ozro") right, title and interest throughout the world in, to and under the following:

Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now existing, created, acquired or held including without limitation those set forth on EXHIBIT A attached hereto (collectively, the "Copyrights");

Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products, now existing, created, acquired or held;

Any and all design patents, design patent applications, design registrations, design registration applications and design rights which may be available to Ozro now existing, created, acquired or held;

All inventions, rights to apply for patents, patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and rights of priority related thereto now existing anywhere in the world, including without limitation the patents and patent applications set forth on EXHIBIT B attached hereto (collectively, the "Patents");

Any trademarks, servicemarks, tradenames, domain names, corporate names, logos and designs, whether

registered or not, applications to register and registrations of the same and like protections now existing anywhere in the world, and the entire goodwill of the business of Ozro connected with and symbolized by such trademarks, including without limitation those set forth on EXHIBIT C attached hereto (collectively, the "Trademarks"), but excluding any U.S. Federal trademark or service mark registration application filed under 15 U.S.C. Section 1051(b);

Any and all claims for damages by way of past, present and future infringements of any of the rights included herein with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified herein;

All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, including without limitation those set forth on EXHIBIT D attached hereto, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

All amendments, extensions, and renewals of any of the Copyrights, Trademarks, or Patents; and

All contract rights, general intangibles, confidential information, instruments and documents of title, computer program source and object code, documentation, accounts, accounts receivable; chattel paper; books, records, and information relating to the intellectual property rights identified herein in whatsoever countries.

All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

EXHIBIT "A"

COPYRIGHTS

ISSUED COPYRIGHTS

COPYRIGHT DESCRIPTION	REGISTRATION NUMBER	DATE OF ISSUANCE
None		

PENDING COPYRIGHT APPLICATIONS

COPYRIGHT DESCRIPTION	APPLICATION NUMBER	DATE OF FILING	CREATION	FIRST DATE OF PUBLIC DISTRIBUTION
None				

UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

DESCRIPTION

EcommBuilder™
Negotiation Platform

The Dynamic
Agreement
eProcurement
Application

The Dynamic
Agreement
Negotiation
Engine

Ozro Negotiate™
Negotiation Engine
Application

Ozro Agreement™
for Procurement
Application

Ozro Agreements™
for Trade Settlement
Application

Ozro Agreements™
for Sales
Application

EXHIBIT "B"

PATENTS

Patent Description	Docket No.	Country	Serial No.	Filing/ Issue Date	Status
System for Iterative, Multivariate Negotiations over a Network	ET-98-001	USA	6,141,653	10/31/00	Issued
System and method for providing and updating user supplied context for a negotiations system	ET-98-003	USA	6,338,050	1/08/02	Issued
System and method for representing data and providing electronic non-repudiation in a negotiations system	ET-98-006	USA	6,336,105	1/1/02	Issued
System and Method for Ordering Sample Quantities over a Network	ET98-007	USA	6,332,135	12/18/01	Issued
System for Iterative, Multivariate Negotiations over a Network	ET98-001 PCT	USA	PCT/US99/27151	11/16/99	abandoned
Iterative Bargaining System	ET98-002PCT	USA	PCT/US99/27224	11/16/99	abandoned
International Transaction Processing Center	ET98-003PCT	USA	PCT/US99/27221	11/16/99	abandoned
Integrated RemoteWeb Authoring System	ET98-004PCT	USA	PCT/US99/27219	11/16/99	abandoned
Sponsored Community System and Method	ET98 005PCT	USA	PCT/US99/27186	11/16/99	abandoned
Electronic Non-Repudiation System and Method	ET98-006PCT	USA	PCT/US99/27183	11/16/99	abandoned
System and Method for an Automated System of Record	ET00-001CIP	USA	09/702,062	10/30/00	Pending
System and Method for Higher Level Security and Validation	ET00-002CIP	USA	09/702,061	10/30/00	abandoned

System and Method for Multiple Repositories	ET00-003CIP	USA	09/702,065	10/30/00	abandoned
System and Method for Dynamic Contracts	ET00-004CIP	USA	09/702,063	10/30/00	abandoned
System and Method for Contract Authority	ET00-006CIP	USA	09/702,050	10/30/00	Pending
System and Method for Active Templates	ET00-006CIP	USA	09/702,010	10/30/00	abandoned
System and Method for Automated, Iterative, Development Negotiations	ET00-007CIP	USA	09/702,049	10/30/00	Pending
System and Method for Process Mining	ET00-008CIP	USA	09/702,128	10/30/00	Pending
System for Iterative, Multivariate Negotiations over a Network	ET98-001EPO	EPO	EPO Application No. 99960395.4	Priority from 11/16/98	abandoned
System for Iterative, Multivariate Negotiations over a Network	ET98-001IND	India	Based on PCT/US99/27151	Priority from 11/16/98	abandoned
System & Method for an Automated System of Record	ET00-001PCT	USA	WO2001US48285	10/30/01	abandoned
System & Method for Contract Authority	ET00-005PCT	USA	WO0237738	10/30/01	abandoned
System & Method for Automated, Iterative Development Negotiations	ET00-007PCT	USA	WO02056134	10/30/01	abandoned
System & Method for Process Mining	ET00-008PCT	USA	WO0248834	10/30/01	abandoned

EXHIBIT "C"

TRADEMARKS

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS REGISTERED
TRADE ACCESS	US	75/182,907	2,327,514	3-14-2000

UNREGISTERED TRADEMARKS

TRADEMARK DESCRIPTION

OZRO

ECOMMBUILDER™ NEGOTIATION PLATFORM

THE DYNAMIC AGREEMENT EPROCUREMENT APPLICATION

THE DYNAMIC AGREEMENT NEGOTIATION ENGINE

OZRO NEGOTIATE ™ NEGOTIATION ENGINE APPLICATION

OZRO AGREEMENT ™ FOR PROCUREMENT APPLICATION

OZRO AGREEMENT ™ FOR TRADE SETTLEMENT APPLICATION

OZRO AGREEMENT TM FOR SALES APPLICATION

EXHIBIT "D"

LICENSES

1. Strategic Technology Partner Software Agreement between Ozro and Procurepoint.com dated December 22, 1999;
2. Software License and Sublicense Agreement between Ozro and World Commerce Online, Inc., dated May 31, 2000; and
3. Amended and Restated Master Alliance Agreement between Ozro and Andersen Consulting LLP, dated August 31, 2000.
4. License agreement between I-many, Inc. and Ozro, dated November 19, 2001.

APPENDIX J

CONFIDENTIAL SETTLEMENT MATERIALS
as of May 1, 2003.

TERM SHEET

For Transfer of Certain Intellectual Property
from Cross Atlantic Capital Partners, Inc.
to Jeffrey M. Conklin

Parties:	
Conklin:	Jeffrey M. Conklin ("Conklin") or an entity owned by Mr. Conklin ("Newco") that may be organized as a "pass-through" entity or as a taxable entity for federal and state tax purposes in Conklin's sole discretion.
XA Parties:	Cross Atlantic Capital Partners, Inc. The Co-Investment 2000 Fund, L.P. Cross Atlantic Technology Fund, L.P. (collectively, the "XA Parties")
Ozro:	Ozro, Inc. f/k/a Trade Access, Inc. ("Ozro")
Terms:	
Assets to be Sold:	Ozro's intellectual property as described in the Notification of Public Disposition of Collateral (Non-Consumer Transaction) issued to Conklin and dated February 18, 2003 (to be updated as required) and the balance of Ozro's intellectual property, including but not limited to, the patents, patent applications, improvement patents and other patent rights, and the right to sue for past

	and future infringements and/or misappropriation thereof (the 'Patents", any and all nondisclosure agreements to which Ozro is a party or third-party beneficiary and any and all trade secrets, copyrights, trademarks and confidential information of Ozro, together with any contract or tort claims 'there-under or related thereto or otherwise arising and all rights thereunder (collectively, including the Patents, the 'Intellectual Property', and all other Ozro assets to the fullest extent of the security agreements in favor of debt held by the XA Parties.
Title to Intellectual Property:	To obtain title to the Intellectual Property for purposes of the transfer from the XA Parties to Newco, the XA Parties will sell all rights in and to the Intellectual Property by public auction tinder Article 9 of the 'Uniform Commercial Code. The XA Parties shall provide Conklin and Newco with the opportunity to review and approve the terms and notices relating to such public auction prior to their release. To the extent that portions of the Intellectual Property are not subject to the security interests held by the XA Parties in the assets of Otto, the XA Parties and Conklin agree to use their best efforts to acquire such assets from Ozro to be held by Newco and to

	include in the Definitive Documentation provisions to effect such acquisition of any additional Ozro assets either on or after the Closing Date. The XA Parties, or their designee, will credit bid up to $4,031,844, the balance due the XA Parties on the Ozro debt held by the XA Parties secured by the Patents, as may be required to purchase the Intellectual Property covered by security interests held by the XA Parties.
Transfer:	The XA Parties will sell to Newco and Newco will purchase from the XA Parties for $9,570,000 ("the Purchase Price"), to be paid as provided in this Term Sheet, all right, title and interest in and to the Intellectual Property free and clear of any security interest held by the XA Parties and any other encumbrance on the Intellectual Property resulting from the actions of the XA Parties other than any security interest granted pursuant to the definitive documentation documenting the terms of the transactions contemplated herein (the "Definitive Documentation"). The transfer of the Intellectual Property will be "as is/where is" without any representations or warranties other than representations by each of the parties of their authority to enter

	into the transfer and the validity of the documents effecting such transfer.
Purchase Price:	Newco shall pay the Purchase Price by paying to the XA Parties thirty percent (30%) of the gross revenues generated by Newco through its exploitation of the Patents or other use of the Intellectual Property and pursuit of claims against infringers of the Patents or other claims related to the Intellectual Property, subject to the following qualifications: 1. Gross revenues shall be calculated after the payment of out-of-pocket expenses related to patent litigation, exploitation of the Patents and pursuit of claims related to the Intellectual Property and defense of any countersuits including but not limited to any suits challenging the validity of the Patents or enforceability of other Intellectual Property, including but not limited to fees paid to expert witnesses, costs of acquiring any portions of the Patents or Intellectual Property from Ozro, or of acquiring other intellectual property assets (providing that the XA Parties shall have the right to approve any acquisition of intellectual property assets from any party other than Ozro), principal and interest or premium on funds borrowed to pay for out-of-pocket expenses ("Expense

	Loans") and fees paid for preparation and prosecution of any amendments or supplements to the Patents, all as shall reasonably be determined by counsel pursuing such claims to be necessary or advisable (collectively, the "Out-of-Pocket Expenses"). 2. Such payments shall be made to the XA Parties on a quarterly basis within thirty (30) days of the end of each quarter and shall be limited to gross revenues actually received by Newco, directly or indirectly. For the purposes of this provision, gross revenues assigned by Newco and paid directly to a third party shall be deemed "actually received" by Newco. To the extent that a portion of the revenues are paid in non-cash consideration, Newco shall make payments to the XA Parties in cash and non-cash consideration in the same ratios as such payments are received by Newco. 3. Any payment made to the XA Parties shall not exceed three (3) times the amount retained by Newco after the payment of; (a) Out of Pocket expenses, (b) the payment to the XA Parties and (c) the payment of the fees of counsel to Newco, including for patent prosecution, patent litigation, pursuit of other claims relating to the Intellectual Property and defense of claims

	against the Patents or other Intellectual Property. To the extent necessary to effectuate this provision, the amount payable to the XA Parties shall be reduced by an amount necessary to make funds available to pay Newco (the "Reduction Amount"). Subsequent payments due to the X.A. Parties shall be Increased by the aggregate Reduction Amounts unpaid to the XA Parties, with a corresponding reduction in payments to Newco, provided that no such increase shall be made to the extent that it would cause the aggregate payment to the XA Parties to exceed three (3) times the payment to Newco. The XA Parties shall have no recourse against Newco for recovery of the Reduction Amounts other than from revenues received by Newco. 4. Subsequent to the date on which Newco shall have paid the Purchase Price in full (the "Repayment Date"), Newco shall pay to the XA Parties royalties equal to three percent (3%) of gross revenues calculated as set forth above. Newco shall grant the XA Parties a security interest in the Intellectual Property to secure payment of the Purchase Price and royalties, provided that in the event of the reversion of the Intellectual Property to the XA Parties provided below or

	the foreclosure of the security interest by the XA Parties, any payment obligations of Newco secured by such security interest shall be without recourse available against Newco (including, but not limited to, any recourse against the amounts payable to Newco as described in "Reversion or Foreclosure of the Intellectual Property"), except that in the event of a payment default the XA Parties shall have recourse against such amounts subsequently payable to Newco for the amount of such payment default, and provided further that such security interest shall be subordinate to the repayment of Expense Loans, other Out of Pocket Expenses and fees payable to the counsel pursuing claims relating to exploitation of the Patents or other claims relating to the Intellectual Property and defense of any countersuits.
Covenants of Newco:	Newco shall promptly initiate and diligently pursue amendments (the "Patent Modifications") to the pending patent applications contained in the Intellectual Property as Newco may be advised by patent counsel as being necessary or advisable to bring such applications to issue and to facilitate the pursuit of claims against infringers of the Intellectual Property.

	Not later than the earlier to occur of one hundred and twenty (120) days after (a) the date of issue of the last of the Patent Modifications by the U.S. Patent and Trademark Office ("PTO") or (b) the date of mailing of a final rejection of the last of the Patent Modifications by the PTO, Newco must (a) promptly engage patent counsel ("Patent Counsel") reasonably acceptable to the X.A. Parties, it being agreed that Townsend & Townsend and Crew LLP and Bartlett and Beck LLP shall be deemed acceptable to the XA Parties, and it being understood that such Patent Counsel may be retained to work on a contingency fee basis and (b) obtain an assessment from such Patent Counsel of the likelihood of the existence of potential infringers of the Patents or other potential claims relating to the Intellectual Property. Within six months of the engagement of Patent Counsel, Newco must initiate and diligently pursue to conclusion licensing negotiation or Patent infringement claims or claims relating to the Intellectual Property against at least one person or entity. Subsequent to the initiation of the first negotiation or claim Newco shall not for any consecutive period of greater than six months, fail to take any action that would facilitate

	exploiting the Patents or otherwise using the Intellectual Property or pursuing claims against the infringers of the Patents or other claims relating to the Intellectual Property, provided that the active engagement of legal or other experts to advise Newco with regard to such matters shall be deemed to satisfy the terms of this provision and the attestation of such experts to such engagement and advice, including but not limited to the reports provided for in the following paragraph, shall provide prima facie evidence of compliance with the provisions of this section, Newco shall use commercially reasonable efforts to preserve Newco's rights to pursue claims against actual or potential infringers of the Patents or other claims relating to the Intellectual Property. Newco shall pursue such claims against infringers of the Patents or other claims relating to the Intellectual Property as Newco and Patent Counsel shall reasonably determine in their sole discretion to have the potential to yield significant recoveries subject to budgetary constraints and strategic concerns relative to the timing of suits and the likelihood of success on the merits. The XA Parties shall be entitled to receive reports with respect to the progress of such claims and to provide sug-

	gestions and comments to Newco with respect to such claims to the extent that the provision of such information does not compromise the attorney-client privilege between Newco and its counsel, provided that the XA Parties shall be subject to a nondisclosure agreement with respect to any such information provided to them by Newco. To the extent that Newco seeks to obtain external funding to pay for the Out of Pocket Expenses relating to the exploitation of the Intellectual Property, the XA Parties shall have the right of first refusal with respect to such funding on the identical terms being offered to third parties.
Covenants of Conklin:	Conklin, or a designee of Conklin reasonably acceptable to the XA Parties, shall use reasonable good faith efforts to assist Newco in its efforts to exploit the Patents or otherwise use the Intellectual Property or pursue claims against the infringers of the Patents or other claims relating to the Intellectual Property Submission by Conklin, or any such designee, of a statement in writing to Newco or the XA Parties of such person's intention to cease to provide such efforts to Newco shall be deemed a material breach of this covenant, unless a substitute provider of such services reasonably

	acceptable to the XA Parties is designated on or prior to the submission of such statement.
Intellectual Property Use Restrictions:	The consent of the XA Parties, which shall not be unreasonably withheld, shall be required with respect to any settlement of litigation with an infringer of the Patents or with respect to any settlement of any other claim of rights with respect to the Intellectual Property, including granting any licenses or sublicenses. With respect to any bona fide offer which Newco and Patent Counsel desire to accept (a "Settlement Transaction"), if the XA Parties do not consent to a Settlement Transaction, at the election of Newco, in its sole discretion, either: (a) for the purposes of determining the satisfaction of the revenue criteria set forth in "Reversion of Intellectual Property" the XA Parties shall be deemed to have received the gross proceeds that would have been payable to the XA Parties if the Settlement Transaction took effect or (b) Newco and the XA Parties shall submit the issue of whether to accept the Settlement Transaction to binding arbitration with a mutually acceptable arbitrator who shall be a nationally recognized patent litigator. The requirement that the XA Parties consent to a Settlement Transaction

	shall terminate upon The Repayment Date. In addition, the consent of the XA Parties shall not be required for any Settlement Transaction to the extent that the amounts payable to the XA Parties from the Settlement Transaction, when combined with all other payments to the XA Parties from the transactions contemplated herein (assuming payment in full of all amounts owing from transactions that call for payments to Newco over time), would produce an aggregate payment to the XA Parties of at least Nine Million Five Hundred Seventy Thousand Dollars ($9,570,000).
Reversion or Foreclosure of the Intellectual Property	If Newco fails to meet any of its payment obligations or otherwise violates the Intellectual Property Use Restrictions or the covenants set forth under the section entitled "Covenants of Newco," the Purchase Price shall be immediately due and payable and all right, title and interest to the Intellectual Property shall automatically revert to the XA Parties or, at the XA Parties' option, the XA Parties may foreclose on the security interest, provided that the XA Parties shall also assume, or such foreclosure shall be subject to, all of the liabilities of Newco relating to the payment of fees to the counsel pursuing claims relating to exploitation of the Patents and other claims

	relating to the Intellectual Property and defense of any countersuits Expense Loans made to Newco and other but of Pocket Expenses. In lieu of such reversion or foreclosure of assets and assumption of liabilities, the XA Parties may require Conklin to transfer all of the Newco stock owned by Conklin to the XA Parties, Upon any such reversion or foreclosure, Newco (or Conklin in the event of a stock transfer) shall be entitled to a payment of twelve and one-half percent (12.5%) of the gross revenues (calculated in the same manner as the payment of gross revenues to the XA Parties set forth in "Purchase Price") generated by the license, sale or other use of the Intellectual Property and pursuit of claims against infringers of the Intellectual Property. Notwithstanding the foregoing, no reversion or foreclosure shall occur unless said failure or violation remains uncured for sixty (60) days after the XA Parties provide written notice to Newco or for five (5) days after the XA Parties provide written notice to Newco in the event of a failure to make required payments to the XA Parties. Further, so long as no payment default exists, no reversion or foreclosure shall occur if, at the time of the event triggering reversion or foreclosure, either Newco has in-

	itiated a lawsuit against an infringes of the Patents or for another claim relating to the Intellectual Property, Newco has entered into agreements with parties generating a minimum of $500,000 in annual gross revenue or within thirty (30) days of the occurrence of such an event, other than a failure to pay, Newco makes a payment to the XA Parties of One Hundred Fifty Thousand dollars ($150,000), which payment shall be credited against subsequent amounts due to the XA Parties. No reversion shall take place at any time during a calendar year when such payment is made, and Newco may elect to make such payment in no more then three calendar years in the aggregate.
Mutual Covenants	Newco, Conklin and the XA Parties agree to cooperate in the foreclosure by the XA Parties on the Intellectual Property covered by the security interests of the XA Parties, provided that the XA Parties shall reimburse Newco and Conklin for any reasonable out-of-pocket expenses incurred by Newco or Conklin in providing such cooperation at the request of Newco. So long as no action has taken place that would cause a reversion of or a foreclosure of the security interest on the Patents and Intellectual Property, neither Conklin nor the XA

	Parties shall take action including but not limited to any action in their capacities as shareholders or creditors of Ozro, other than the exercise of any right that may be granted to Conklin or the X.A. Parties respectively in the Definitive Documentation, that would adversely affect Newco's right to exploit the Patents or otherwise use the Intellectual Property or to pursue claims against the infringers of the Patents or other claims relating to the Intellectual Property. A breach of this covenant by either Conklin or the XA Parties shall be deemed to constitute a material breach of the underlying agreements contemplated hereby resulting in a reversion of or foreclosure on the Intellectual Property on the terms set forth in "Reversion of the Intellectual Property" to the XA Parties in the event of a breach by Conklin and a reduction of the percentage of the gross. revenues payable to the XA Parties prior to the Repayment Date from thirty percent (30%) to twelve and one-half percent (12.5%) in the event of a breach by the XA Parties.
Covenants of the XA Parties	Within sixty (60) days after the Closing Date (as such tennis defined herein), the XA Parties shall, at their expense, take all actions necessary to effectuate the transactions contemplated by the Definitive Documenta-

	tion, including but not limited to transferring title to the Intellectual Property to Newco on the terms set forth in "Transfer". The XA Parties shall cooperate with the efforts of Conklin and Newco to exploit the Patents or otherwise use the Intellectual Property or to pursue claims against the infringers of the Patents or other claims related to the Intellectual Property at the request and expense of Conklin and Newco, including but not limited to providing to Newco any of Ozro'a records relating to the Patents and Intellectual Property retained by the XA Parties. Prior to the closing of the transactions contemplated herein, the XA Parties shall disclose to Conklin and Newco the substance of all communications the XA Parties have had with actual or potential infringers of the Patents or persons who may be subject to other claims relating to the Intellectual Property relating to such infringement or claims and any person, other than Imany, with whom the XA Parties discussed exploitation of the Patents or other disposition or use of the Intellectual Property. The XA Parties shall terminate the existing Software Escrow Agreement with Ozro.

Restrictions on Transfer of the Ozro Securities:	The XA Parties shall not transfer any equity or debt securities of Ozro owned by the XA Parties or any rights granted thereunder without the consent of Newco, and Conklin shall not transfer any equity or debt securities of Ozro owned by Conklin or any rights granted thereunder without the consent of the XA Parties. In neither event shall consent be unreasonably withheld. Any such transfer shall be conditioned on the transferee agreeing to assume the obligations of the transferring party with respect to the securities transferred set forth in the Definitive Documentation, including but not limited to the restrictions on transfer set forth herein and the restrictions set forth in the section entitled "Covenants of the XA Parties".
Mutual Release:	The XA Parties (including the officers and directors of the XA Parties), Newco, Barry Borden; any creditor of Ozro who signed a petition for the involuntary banlauptcy of Ozro and all persons known by Conklin to have asserted claims against the XA Parties prior to the Closing Date shall release and discharge one another from any and all claims other than claims arising from the Definitive Documentation (as such term is defined herein).

Representations:	Conklin shall represent that he knows of no other creditors who have agreed to join in an involuntary bankruptcy petition or claimants Who have threatened or asserted claims against the XA Parties (including the officers and directors of the XA Parties) other than those persons identified by the XA Parties.
Successors and Assigns:	Neither party may assign its rights pursuant to the Definitive Documentation unless the assignee shall agree in writing to be bound by the terms of such Definitive Documentation and provided further that neither party shall be entitled to transfer their rights pursuant to the Definitive Documentation to any actual, alleged or potential infringer of the Patents or any other subject of a potential claim relating to the Intellectual Property or any direct or indirect owner of five (5%) or more of the equity securities of any such person (a "Prohibited Transferee"), to contact a Prohibited Transferee with respect to such a transfer or to discuss a potential transfer with a Prohibited Transferee without the consent of the other party which may be withheld for any reason.
Documentation:	The foregoing terms shall be documented as appropriate in the Definitive Documentation.

Closing:	The parties shall execute Definitive Documentation no later than May 14, 2003 (the "Closing Date"), provided that a final closing of the transactions contemplated hereunder may be delayed until the completion of the public auction contemplated herein.

Jeffrey M, Conkin

/s/ Glenn T. Rieger
Cross Atlantic Capital Partners, Inc.

/s/ Glenn T. Rieger
The Co-Investment 2000 Fund, L.P.

/s/ Glenn T. Rieger
Cross Atlantic Technology Fund, L.P.

NOTE; This Sale Term Sheet is intended as an outline to facilitate discussion and does not purport to summarize all of the conditions, covenants, warranties and other provisions which would be contained in the Definitive Documentation. Without any regard limiting the generality of the foregoing, nothing in this term sheet, nor any other written, or oral communication among the XA Parties, Conklin, Newco, their respective counsel or any other person may be construed to commit any of the XA Patties, Conklin or New co to any undertaking, absent a writing which, by its express terms, purports to be such an undertaking.

Successors and Assigns:	"Prohibited Transferee"), to contact a Prohibited Transferee with respect to such a transfer or to discuss a potential transfer with a Prohibited Transferee without the consent of the other party which may be withheld for any reason.
Documentation:	The foregoing terms shall be documented as appropriate in the Definitive Documentation.
Closing:	The parties shall execute Definitive Documentation no later than May 14, 2003 (the "Closing Date"), provided that a final closing of the transactions contemplated hereunder may be delayed until the completion of the public auction contemplated herein.

/s/ Jeffrey M, Conkin
Jeffrey M, Conkin

Cross Atlantic Capital Partners, Inc.

The Co-Investment 2000 Fund, L.P.

Cross Atlantic Technology Fund, L.P.

NOTE; This Sale Term Sheet is intended as an outline to facilitate discussion and does not purport to summarize all of the conditions, covenants, warranties and other provisions which would be contained in the Definitive Documentation. Without any regard limiting the generality of the foregoing,

nothing in this term sheet, nor any other written, or oral communication among the XA Parties, Conklin, Newco, their respective counsel or any other person may be construed to commit any of the XA Patties, Conklin or New co to any undertaking, absent a writing which, by its express terms, purports to be such an undertaking.

APPENDIX K

Settlement Agreement

THIS SETTLEMENT AGREEMENT (the "Agreement") is made effective as of June 4, 2003 ("Effective Date") by arid among Cross Atlantic Capital Partners, Inc. ("XACP"), The Co-Investment 2000 Fund, L.P. ("2000 Fund"), Cross Atlantic Technology Fund, L.P. ("Technology Fund;" and, with the 2000 Fund and XACP, the "XACP Entities") and Jeffrey M. Conklin ("Conklin").

Background

I. The XACP Entities desire to purchase and sell to an entity that shall be organized by Conklin ("Newco" and together with Conklin, "Buyer"), that may be organized as a "pass-through" entity or as a taxable entity for federal and state tax purposes in Conklin's sole discretion, certain intellectual property and assets of Ozro, Inc. (f/k/a Trade Access, Inc.) ("Ozro") as further described in this Agreement.

II. Buyer desires to purchase certain intellectual property and assets of Ozro from the XACP Entities, as further described in this Agreement

III. The XACP Entities, Newco and Conklin desire to release and discharge one another from any and all claims, other than claims under this Agreement.

Agreement

NOW, THEREFORE, in consideration of foregoing Background and intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning set forth in this section 1:

a. Assessment; Shall have the meaning given that term in section 10

b. Cessation Statement: Shall have the meaning given that term in section 10.

c. Closing: The closing of the Sale.

d. Closing Date: The date on which the Closing shall occur.

e. Default: Newco's violation or default of the restrictions, representations or covenants set forth in this Agreement.

f. Designee: Shall have the meaning given that tarn in section 10.

g. Efforts: Reasonable good faith efforts.

h. Engagement: Shall have the meaning given that term in section 9.

i. Equity Equivalents: Securities that may be exercised or exchanged for or convertible into equity securities of Newco.

j. Expense Loans: Principal and interest or premium on funds borrowed to pay for Out-Of-Pocket-Expenses.

k. Gross Revenues: Shall have the meaning given that term in section 5.

l. Intellectual Property: The intellectual properly set forth on Schedule 1k attached hereto and incorporated by reference herein and the balance of Ozro's intellectual property whether or not subject to the security interests held by the XACP Entities, including but not limited to; the Patents and any and all nondisclosure agreements to which Ozro is a party or third-party beneficiary and any and all trade

secrets, copyrights, trademarks and confidential information of Ozro, together with any contract or tort claims thereunder or related thereto, including, without limitation, the right to sue for past infringement or misappropriation, and all rights thereunder, and all other Ozro assets to the fullest extent of the security agreements in favor of debt held by the XACP Entities in the assets of Ozro.

m. Organizational Documents. The Certificate of Incorporation, Certificate of Formation, Certificate of Limited Partnership, or other charter document applicable to any referenced entity, together with any by laws, operating agreement, partnership agreement, trust agreement or other organizational documents' applicable to such entity.

n. Out of Pocket Expenses: Out of pocket expenses are expenses related to Newco's Patent litigation, exploitation of the Intellectual Property (including, but not limited to, the licensing of the Intellectual Property) and pursuit of claims related. to the Intellectual Property and defense of any related countersuits or any stilts challenging the validity of the Patents or enforceability of other Intellectual Property, including (i) fees paid to expert witnesses and licensing consultants (provided that such licensing consultants and the terms of their engagement are reasonably acceptable to the XACP Entities); (ii) costs of acquiring any portions of the Patents or Intellectual Property from Ozro (iii) costs of acquiring other intellectual property assets (providing that the XACP Entities shall have the right to approve any acquisition of intellectual property assets from any party other than Ozro); (iv) Expense Loans; and (v) fees paid to persons or entities who are not "affiliates" (as such term is defined in

Rule 501(b) promulgated under the Securities Act of 1933) of Newco for preparation and prosecution of any amendments or supplements to the Patents; all as shall reasonably be advised by Patent Counsel pursuing such claims and determined by such counsel to be necessary or advisable.

o. Patent Modifications: Shall have the meaning given that term in section 9.

p. patents: Ozro's patents, patent applications, improvement patents and other patent rights and the right to sue for past and future infringements and/or misappropriation thereof.

q. patent Counsel: Patent counsel reasonably acceptable to the XACP Entities, it being agreed that Townsend & Townsend and Crew LLP and Bartlett and Beck LLP shall be deemed acceptable to the XACP Entities.

r. Payment Default: Newco's failure to meet any of its payment obligations set forth in this Agreement.

s. Payment(s) Newco's payments to the XACP Entities under this Agreement.

t. Prohibited Transferee: Any actual, alleged or potential infringer of the Patents or any other subject, of a potential claim relating to or potential licensee of, the Intellectual Property or any direct or indirect owner of five (5%) or more of the equity securities of any such person.

u. PTO: The U.S. Patent and Trademark Office.

v. Public Auction: A public auction conducted pursuant to Article 9 of the Uniform Commercial Code.

w. Purchase Price: Shall have the meaning given that term in section 5.

x. Purchase Price Payment: Shall have the meaning given that term in section 5.

y. Reduction Amount: Shall have the meaning given to that term in section 5.

z. Repayment Date: The date on which Newco shall have paid the Purchase Price in full to the XACP Entities.

aa. Reports: Status reports provided by Conklin or Newco no less frequently than quarterly setting forth the status, progress other aspects of claims against, or licensing efforts with, infringers of the Patents or other claims relating to the Intellectual Property.

bb. Reversion: Shall have the meaning given that term in section 14.

cc. Royalties: Shall have the meaning given that term in section 5.

dd. Sale: Shall have the meaning given that term in section 4.

ee. Secured Intellectual property: The Intellectual Property subject to the security interests held by the XACP Entities.

ff. Security Interest: Shall have: the meaning given that term in section 7.

gg. Settlement Transaction: A: bona fide Settlement offer which Newco and Patent Counsel desire to accept with respect to any settlement of litigation with an infringer of the Patents or with respect to any other claim 5 of rights with respect to the Intellectual Property, including licenses or sublicenses for any Intellectual Property.

hh. Sum: Shall have the meaning given that term in section 14.

ii. Transfer: The transfer of all of the Newco stock owned by Conklin or others to the XACP Entities pursuant to section 14.

2. Organization of Newco. Newco shall be organized, and initially wholly owned, by Conklin, for the purpose of purchasing the Intellectual Property and, *inter alia*, fulfilling the obligations of Newco pursuant to this Agreement. Conklin, or a Designee named pursuant to Section 10a, shall serve as Newco's Chief Executive Officer or Chief Managing Member (with functions substantially equivalent to a Chief Executive Officer) until the Purchase Price has been paid in full. Newco's Organizational Documents shall each contain a provision which provides that all equity securities or Equity Equivalents issued by Newco shall be subject to the terms and conditions of this Agreement applicable to shareholders and holders of Equity Equivalents of Newco, including, without limitation, the XACP Entities' Reversion and Transfer rights under Section 14. In addition, each certificate or instrument that evidences any equity security or security that may be exercised or exchanged for or convertible into equity securities issued by Newco shall bear prominent legend on the face or reverse thereof that indicates that the security evidenced by such certificate or Instrument is subject to the terms and conditions of this Agreement, including, without limitation, the XACP Entities Reversion and Transfer rights under Section 14:

3. Public Auction. The XACP Entities shall use their best efforts to obtain title to the Intellectual Property for purposes of a transfer from the XACP Entities to Newco, by selling all of the XACP Entities'

rights in and to the Secured Intellectual Property by Public Auction within sixty (60) days after the Effective Date. The XACP Entities shall provide Conklin with the opportunity to review and approve the terms and notices relating to the Public Auction prior to their release. At the Public Auction, the XACP Entities, or their designee, will credit bid up to $4,031,844, as may be required to purchase the Intellectual Property, including but not limited to the right to sue for past infringement or misappropriation of the Patents, covered by security interests held by the XACP Entities.

To the extent that portions of the Intellectual Property are not subject to the security interests held by the XACP Entities in assets of Ozro; the XACP Entities and Conklin agree to use their best efforts to acquire such assets from Ozro to be held by Newco without further consideration payable by Conklin or the XACP Entities or payable to Conklin or The XACP Entities in connection with such acquisition. To facilitate such efforts, the XACP Entities agree upon the request of Conklin, to vote their shares of Ozro stock, either at a meeting or by written consent, to elect persons mutually acceptable to Conklin and the XACP Entities as officers or directors of Ozro and to approve the transfer of Intellectual Property, other than the Secured Intellectual Property to be transferred at the Closing, to Newco. This agreement by the XACP Entities relating to their voting of their shares of Ozro stock is coupled with an interest.

4. Purchased Assets. If the XACP Entities obtain title to the Secured Intellectual Property at the Public Auction, the XACP Entities shall sell (the "Sale") to Newco by bill of sale and assignment in the form attached as Schedule 4 to this Agreement, and

Newco shall purchase from the XACP Entities for the Purchase Price, all of the XACP Entities' right, title and interest in and to the Secured Intellectual Property, free and clear of any security interest or other interest held or created by the XACP Entities and any other encumbrance on the Secured Intellectual Property resulting From the actions of the CACP Entities, other than any security interest granted in accordance with the terms of this Agreement. The Sale of the Secured Intellectual Property shall be "as is/where is" without any representations or warranties, including but not limited to representations of title, other than representations and warranties set forth in this Agreement.

From and after the Closing, Conklin and the XACP Entities agree that Newco shall have the sole and exclusive right, consistent with the terms of this Agreement, to exploit the Patents and otherwise use the Intellectual Property to pursue potential claims and to negotiate terms with potential infringers or other licensees.

5. payment of the Purchase Price. In payment for the Secured Intellectual Property and the securities identified in Section 11d of this Agreement, Newco shall pay $9,570,000 (the "Purchase Price") to the XACP Entities, payable In the following manner: Newco shall pay the Purchase Price by paying the XACP Entities thirty percent (30%) of the gross revenues generated by Newco through Newco's exploitation of the Patents or other use of the intellectual Property and pursuit of claims against infringers the Patents or other claims or licenses related to the Intellectual Property ("Gross Revenues"), subject to the follow ings qualifications:

a. Calculation of Gross Revenues. Gross Revenues shall be calculated after the payment of Out-Of-Pocket Expenses.

b. Payments to the XACP Entities. Payments of the Purchase Price shall be made to the XACP Entities on a quarterly basis within thirty (30) days of the end of each quarter commencing with the first calendar quarter after the consummation of the Sale and shall be limited to Gross Revenues actually received by Newco, directly or indirectly ("Purchase Price Payment"). For purposes of this section, Gross Revenues assigned by Newco and paid directly to a third party shall be deemed "actually received" by Newco. To the extent that a portion of the Gross Revenues are paid in non-cash consideration, Newco shall make Purchase Price Payments to the XACP Entities in cash and non-cash consideration in the same ratios as such Gross Revenues are received by Newco. The Purchase Price Payments shall be made by wire transfer of same-day funds to:

Account Name:	Cross Atlantic Technology Fund, LP.
Bank:	PNC Bank 1600 Market Street Philadelphia, PA 19103
Account Number:	8613185534
ABA Number:	031000053

or pursuant to such other instructions as XACP may notify Newco pursuant to section 26.

c. Limitations on Purchase Price Payments. The Purchase Price Payment for any quarter shall not exceed three (3) times the amount of Gross Revenues

retained by Newer) after the payment during such quarter of (a) the Purchase Price Payment to the XACP Entities; and (b) the fees of Patent Counsel for Newco's Patent prosecution, Patent litigation, pursuit of other claims or licenses relating to the Intellectual Property and defense of claims against the Patents or other Intellectual Property. To the extent necessary to effectuate this provision, the Purchase Price Payment to the XACP Entities for any quarter shall be reduced by an amount necessary to make sufficient funds available to be retained by Newco (the "Reduction Amount"). Subsequent Purchase Price Payments due to the XACP Entities shall be increased by the aggregate Reduction Amount which remains unpaid to the XACP Entities, with a corresponding reduction in the amount of Gross Revenues retained by Newco, provided that no such increase shall be made to the extent that it would cause the aggregate quarterly Purchase Price Payment to the XACP Entities to exceed three (3) times the amount retained by Newco calculated as set forth in the first sentence of this subsection 6(c). The XACP Entities shall have no recourse against Newco for recovery of the Reduction Amounts other than from revenues received by Newco.

d. Payment of Royalties. Subsequent to the Repayment Date Newco shall pay to the XACP Entities royalties equal to three percent (3%) of total Gross Revenues ("Royalties").

6. Closing. The Closing shall take place as soon as practicable after, but in no event later than seven (7) days after the closing of the Public Auction at the offices of Klett Rooney Lieber & Schorling, Two Logan Square, 12th Floor, Philadelphia, PA 19103, or at such other time or place as may be mutually

agreed to by the XACP Entities and Conklin; provided however that the XACP Entities shall have no obligation to proceed to Closing on the Sale if the XACP Entities do not obtain title to the Secured Intellectual Property at the Public Auction. The Closing shall be effective as of 12:01 a.m. on the Closing Date.

7. Security Interest. As of the Closing, Newco grants the XACP Entities a security interest in the Secured Intellectual Property ("Security Interest") to secure payment of the Purchase Price, provided that in the event of the Reversion (as defined below) of the Security Interest by the XACP Entities, any Payment obligations of Newco secured by such Security Interest shall be without recourse against Newco, other than to the Intellectual Property, including, but not limited to, any recourse against the amounts payable to Newco, provided however that in the event of a Reversion for a Payment Default or upon a Payment Default, the XACP Entities shall have recourse against the amounts payable to Newco to recoup the amount of such Payment Default. The Security Interest shall be subordinate only to the repayment of Expense Loans, other Out of Pocket Expenses and fees payable to Patent Counsel pursuing claims relating to exploitation of the patents or other claims or licenses relating to the Intellectual Property, including defense of any countersuits. Conklin and/or Newco agree to take such action and to execute such documents, including but not limited to financing statements, at the sole cost and expense of the XACP Entities, as may be determined by the XACP Entities to be necessary or desirable to perfect or to continue the perfection of the security interest granted in this section.

8. Source Code Escrow Agreement. As soon as possible after the Closing, Newco and the XACP Entities shall enter into a Preferred Escrow Agreement, or amend any existing escrow agreement, for the source code for the Patents pursuant to which a source code agent acceptable to the XACP Entities shall maintain, at Newco's expense until the Repayment Date, as security for payment of the Purchase Price. Until such time as Newco has retained Gross Revenues in excess of the fees payable to the source code agent, the XACP Entities shall advance to Newco sufficient funds to pay the fees payable the source code agent. Newco shall repay such advance promptly after receipt of sufficient retained Gross Revenues to repay such advance, and the XACP Entities' sole recourse for repayment of the advance shall be against Gross Revenues retained by Newco or payments made by the XACP Entities to Newco pursuant to this Agreement.

9. Obligations and Covenants of Newco.

a. Patent Modifications. Newco shall promptly initiate and diligently pursue amendments and/or continuations, as applicable, to the pending patent applications contained in the Intellectual Property (the "Patent Modifications") as Newco may be advised by Patent Counsel as being necessary or advisable to bring such applications to issue and to facilitate the pursuit of claims against infringers of the Intellectual Property.

b. Patent Counsel. Not later than the earlier to occur of one hundred and twenty (120) days after (x) the date of issue of the last of the Patent Modifications by the PTO; or (y) the date of mailing of a final rejection of the last of the Patent Modifications by the PTO, Newco shall (a) promptly engage

Patent Counsel (the "Engagement"), it being understood that such Patent Counsel may be retained to work on a contingency fee basis; and (b) obtain an assessment from such Patent Counsel of the likelihood of the existence of potential infringers of, or potential licensees for, the Patents or Other potential claims relating to the Intellectual Property ("Assessment"). Newco shall provide the XACP Entities with written evidence of the Engagement and Assessment within five (5) days of the date of the Engagement or Assessment, respectively.

c. Six Month Requirement. Within six months of the Engagement Newco shall initiate, and thereafter diligently pursue to conclusion, licensing negotiation or patent infringement claims or claims relating to the Intellectual Property against as feast one person or entity (it being understood that not all attempts to pursue licensing negotiations or claims against infringers may result in a successful conclusion). Subsequent to the Initiation of the first negotiation or claim, Newco shall not, for any consecutive period of greater than six (6) months, fail to take any action that would facilitate exploiting the Patents or otherwise using the Intellectual Property or pursuing claims against infringers of the Patents or other claims or relating or the Intellectual Property, provided that the active and continuing engagement of legal or other experts to advise Newco With regard to such matters shall be deemed to satisfy the terms of this subsection and the attestation of such exports to such engagement and advice, including but not limited to the Reports, shall provide prima facie evidence of compliance with the provisions of this subsection.

d. Preservation of Rights. Newco shall use commercially reasonable Efforts to preserve Newco's rights to pursue claims against actual or potential infringers of the Patents or other claims relating to the Intellectual Property and to license the Intellectual Property. Newco shall pursue such claims against infringers of the Patents or other claims relating to the Intellectual Property or such licenses of the Intellectual Property as Newco and Patent Counsel shall reasonably determine in their sole discretion to have the potential to yield significant recoveries subject to budgetary constraints and strategic concerns relative to the timing of suits and the likelihood of success on the merits. The XACP Entities shall be entitled to receive Reports with respect to the progress of such claims and to provide suggestions and comments to Newco with respect to such claims or licenses to the extent that the provision of information, contained in the Reports does not compromise the attorney-client privilege between Newco and its Patent Counsel, provided that the XACP Entities shall be subject to a reasonable nondisclosure agreement with respect to any Reports provided to them by Newco.

e. External Funding. To the extent that Newco seeks to obtain external funding to pay for the Out of Pocket Expenses relating to the exploitation of the Intellectual Property by selling debt securities or debt securities With an equity, feature, including, but not limited to, convertible debt and notes sold in conjunction with warrants, the XACP Entities shall, for a period of fifteen (15) days after receipt of written notice from Newco detailing the terms of such proposed sale, have the right of first refusal with respect to providing such funding on the identical terms being offered to third parties. To the extent

that Newco sells equity securities or Equity Equivalents, Newco shall provide written notice of such sale to the XACP Entities and shall require the purchasers of such securities to enter into an agreement requiring that all equity securities of Newco acquired by such purchaser be subject to the terms of this Agreement applicable to shareholders and holders of Equity Equivalents of Newco, including but not limited to the Transfer and Reversion rights of the XACP Entities under Section 14.

f. Negative Pledge. Newco agrees that it will not allow or create any lien, charge or security interest on or to the Intellectual Property or any part thereof other than the security interest granted to the XACP Entities under this Agreement. This covenant shall automatically terminate upon the Repayment Date.

g. Newco shall notify the XACP Entities thirty, days before it changes name or state of organization.

10. Obligations and Covenants of Cooklin

a. Conklin, or if Conklin is unable to do so for any reason, a designee of Conklin (or if Conklin is unable to make a designation, a designee of the holders of a majority of the outstanding voting securities of Newco) reasonably acceptable to the XA Entities (the "Designee"), shall use Efforts to assist Newco in its efforts to exploit the Patents or otherwise use the Intellectual Property or pursue claims against the infringers of the Patents or other claims or licenses relating to the Intellectual Property. Submission by Conklin or his Designee of a statement in writing to Newco or the XACP Entities of such person's intention to cease to provide such Efforts to Newco ("Cessation Statement) shall be deemed a material breach of this section, unless a substitute provider of

such services reasonably acceptable to the XACP Entities is designated on or prior to the delivery of the Cessation Statement.

b. Cooperation. Conklin shall cooperate with the Efforts of Newco, or, after a Reversion or Transfer, the XACP Entities, to exploit the Patents or otherwise use the Intellectual Property or to pursue claims against the infringers of the Patents or other claims or licenses related to the Intellectual Property at the request and sole expense of Newco and/or the XACP Entities (but without thither consideration or compensation payable by Newco or the XACP. Entities or payable to Conklin in connection with such cooperation), including, but not limited to providing to Newco or the XACP Entities, as the case may be, any records relating to the Patents and the Intellectual Property retained by Conklin.

c. On or prior to the closing Date, Conklin shall cause Newco to ratify, join in and execute this Agreement

11. Obligations and Covenants of the XACP Entitles

a. Actions to Effectuate Transaction. Within sixty (60) days after the Closing Date, the XACP Entities shall, at their expense, take all actions necessary to effectuate the transactions set forth herein, including but not limited to transferring title to the Secured Intellectual Property to Newco.

b. Cooperation. The XACP Entities shall cooperate with the Efforts of Conklin and Newco to exploit the Patents or otherwise use the Intellectual Property or to pursue claims against the infringers of the Patents or other claims or licenses related to the Intellectual Property at the request and sole expense of Conklin and Newco (but without further considera-

tion or compensation payable by Newco or Conklin or payable to the XACP Entities in connection with such cooperation), including, but not limited to, providing to Newco any of Ozro's records relating to the Patents and Intellectual Property retained by the XACP Entities.

c. Prior Communications. Prior to the Closing Date, the XACP Entities shall disclose to Conklin and Newco the substance of all communications the XACP Entities have had with actual or potential infringers of the Patents or persons who may be subject to other claims relating to the Intellectual Property relating to such infringement or claims and any person, other than communications with I-many, Inc. conducted prior to January 1, 2003, with Whom the XACP Entities discussed exploitation of the Patents or other disposition or use of the Intellectual Property.

d. Tender of Ozro Securities. On the Repayment Date, the XACP Entities shall transfer to Newco all debt and equity securities of Ozro held by them.

12. Mutual Obligations and Covenants. Newco, Conklin and the XACP Entities agree to cooperate in the foreclosure by the XACP Entities on the Intellectual Property covered by the security interest of the XACP Entities, provided that the XACP Entities shall reimburse Newco and Conklin for any reasonable out-of-pocket expenses incurred by Newco or Conklin in providing such cooperation at the request of XACP. So long as no action has taken place that would cause a reversion or foreclosure of the security interest in the Patents and Intellectual Property, neither Conklin nor the XACP Entities shall take action including but not limited to any action in their capacities as shareholders or creditors of Ozro, other than the exercise of any right that may

be granted to Conklin or the XACP Entities respectively in this Agreement, that would adversely affect Newco's right to exploit the Patents or otherwise use the Intellectual Property or to pursue claims against the infringers of the Patents or other claims, including, without limitation, the right to sue for past infringement or for injunctive relief, relating to the Intellectual Property. A breath of the mutual covenant set forth in this section by either Conklin or the XACP Entities shall be deemed to constitute a material breach of the Agreement resulting in, in addition to any other remedies that may be available in law or equity, (x) a Reversion of the Inteilectual Property to the XACP Entities in the event of a breach by Conklin or Newco; ,and (y) (i) a reduction of the percentage the Gross Revenues payable to the XACP Entities prior to the Repayment Date from thirty percent (30%) to twelve and one-half percent (12.5%) in the event of a breach by the XACP Entities.

13. Intellectual Property Use Restrictions. The written consent of the XACP Entities, which shall not be unreasonably withheld, shall be required with respect to any settlement of litigation with an infringer of the Patents or with respect to any other claim of rights with respect to the Intellectual Property, including licenses or sublicenses for any Intellectual Property. With respect to any Settlement Transaction, if the XACP Entities do not consent to a Settlement Transaction, Newco, in its sole discretion, may elect either: (a) that for the purposes of determining the satisfaction of revenue criteria with respect to a Reversion, the XACP Entities shall be deemed to have received the gross proceeds that would have been payable to the XACP Entities if the Settlement transaction took effect; or (b) that Newco and the XACP Entities shall submit the issue of

whether to accept the Settlement Transaction to binding arbitration with a mutually acceptable arbitrator who shall be a nationally recognized patent litigator. The requirement that the XACP Entities consent to a Settlement Transaction shall terminate on the Repayment Date. In addition, the consent of the XACP Entities shall not be required for any Settlement Transaction to the extent that the amount which shall be paid to the XACP Entities from the Settlement Transaction at the closing of the Settlement Transaction, when combined with all other Payments made to the XACP Entities from then existing transactions (assuming payment in full of all amounts owing from transactions, as to which there is no then existing material default, that call for payments to Newco) would produce an aggregate Payment to the XACP Entities of at least Nine Million Five Hundred Seventy Thousand Dollars ($9,570,000).

14. Reversion or Foreclosure of the Intellectual Property. If there is a Payment Default or Default, the Purchase Price shall be immediately due and payable and all right, title and interest to the Intellectual Property shall automatically revert to the XACP Entities or, at the XACP Entities' option, which shall be exercised in a written notice to Newco, the XACP Entities may foreclose on the security interest (such reversion or foreclosure, a "Reversion"), provided that the XACP Entities shall also assume, or such foreclosure shall be subject to, all of the liabilities of Newco relating to the payment of fees to the Patent Counsel pursuing claims relating to exploitation of the Patents and other claims relating to the Intellectual Property and defense of any countersuits, Expense Loans made to Newco used to pay unpaid Out of Pocket Expenses, or The proceeds

of which have been held for payment for the payment of future Out of Pocket Expenses, such as retainer, but only to the extent such payments are actually made out of such proceeds. In lieu of a Reversion, the XACP Entities may in their sole discretion requite a Transfer of all of the outstanding Newco equity securities (and securities exchangeable or convertible into equity securities of Newco, other than debt securities, which shall remain outstanding, provided that the exchange or conversion features of such debt securities shall automatically terminate upon the date of Transfer) to the XACP Entities. In the event of a Reversion, Newco, or; in the event of a Transfer the holders of Newco equity securities (pro rata in accordance with their respective equity interests in Newco), shall be entitled to a payment of twelve and one-half percent (12.5%) in the aggregate of the gross revenues (calculated in the same manner as payment of Gross Revenues to the XACP Entities set forth in this Agreement) generated by the license, sale or other use of the Intellectual Property and pursuit of claims against infringers of the Intellectual Property. Notwithstanding the foregoing, no Reversion or acceleration in the due date of the Purchase Price shall occur unless (x) in the event of a Default, said Default remains uncured for sixty (60) days after the date of the XACP Entities' written notice to Newco of such Default, provided however if a Default has occurred but no Payment Default has occurred, there shall not be a Reversion or acceleration in the due date of the Purchase Price if, at the time of the event triggering Reversion or acceleration in the due date of the Purchase Price, (i) Newco has initiated a lawsuit against an infringer of the Patents or for another claim relating to the Intellectual Property, (ii) Newco has entered into agreements, which are

not in material default, with a third party or parties generating a minimum of $500,000 in annual Gross Revenues, or (iii) within thirty (30) days of the occurrence of the Default, Newco makes a payment to the XACP Entities of One Hundred Fifty Thousand dollars ($150,000) (the "Sum"), which payment shall be credited against subsequent Purchase Price Payment amounts due to the XACP Entities; or (y) in the event of a Payment Default, such Payment Default remains uncured for five (5) days after the date et the XACP Entities' written notice to Newco. So long as no Payment Default exists, no Reversion shall take place at any time during a calendar year when the Sum is paid, provided however that Newco may elect to pay the Sum in no more than three calendar years in the aggregate.

15. Restrictions on Transfer. The XACP Entities shall not transfer any equity or debt securities of Ozro owned by the XACP Entities or any rights granted thereunder without the written consent of Newco, and Conklin shall not transfer any equity or debt Securities of Ozro or Newco owned by Conklin or any rights granted thereunder without the written consent of the XACP Entities. In neither event shall consent be unreasonably withheld. Any such transfer shall be conditioned on the transferee agreeing to assume the obligations of the transferring party set forth in this Agreement

16. Successors and Assigns. Neither party may assign its rights or obligations pursuant to this Agreement unless the assignee shall agree in writing to be bound by the terms of this Agreement and provided further that neither party shall be entitled (i) to transfer their rights or obligations pursuant to this Agreement to any Prohibited Transferee; (ii) to

contact a Prohibited Transferee with respect to such a transfer; or (iii) to discuss a potential transfer with a Prohibited Transferee, without the consent of the other party, which consent maybe withheld for any reason.

17. Representations of Conklin Recording the Petition. Conklin represents that he knows of no other creditors who have agreed or threatened to join in an involuntary bankruptcy petition or claimants who have ,threatened or asserted claims against the XACP Entities (including the officers and directors of the XACP Entities) other than____, _____, _____ (collectively the "Creditors").

18. Representations and Warranties of the XACP Entities. In order to induce Newco to enter into this Agreement, the XACP Entitles Make the following representations and warranties to Newco, each of which shall be deemed to be independently material and relied upon by Newco, regardless of any investigation made by, or information known to, Newco.

a. Ownership, Organization and Qualification. XACP is a corporation validly existing and in good standing under the laws of the Slate of Delaware, the Co-Investment 2000 Fund, L.P. is a limited partnership validly existing and in good standing under the laws of the State of Delaware; and Cross Atlantic Technology Fund is a limited partnership validly existing and in good standing under the laws of the State of Delaware. Each XACP Entity has filed with the appropriate state agency the most recent annual report required to be filed by it, has not filed articles of dissolutions and has a perpetual period of existence. The XACP Entities have all requisite power and authority to conduct their business as now being conducted.

b. Authorization. Each XACP Entity has all necessary power and authority enter into and perform the transactions contemplated hereby in accordance with the terms and conditions hereof. The execution and delivery of this Agreement, and the performance by each XACP Entity of each of its obligations contained herein, have been duly approved by the governing body of each XACP Entity.

c. Enforceability. This Agreement is or, upon the execution and delivery thereof will be, the valid and binding obligation of each of the XACP Entities, enforceable against each of them in accordance with its terms.

d. Conflicting Obligations. The execution and delivery of this Agreement does not, and the consummation of the sale of the Intellectual Property contemplated hereby will not: (a) conflict with or violate any provisions of the articles or certificate of incorporation, by laws or operating agreement of the XACP Entities, as amended and in effect on and as of the date hereof And on and as of the Closing Date; (b) conflict with or violate any provisions of or result in the maturation or acceleration of, any obligation under any contract, agreement, instrument, document, lease, license, permit, indenture, or obligation, or any law, statute, ordinance, rule, regulation, code, guideline, order, arbitration award, judgment or decree, to which any of the XACP Entities is subject or to which any of the XACP Entities is a party, or (c) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which any of the XACP Entities is a party or by

which any of the XACP Entities is bound or to which any of the assets of any of the XACP Entities is subject

e. Litigation. There is no litigation, claim, proceeding or investigation pending, or to the Knowledge of the XACP Entities, threatened, against the XACP Entities relating to the XACP Entities' ability to perform their obligations under this Agreement.

f. brokerage. On the Closing Date, the XACP Entities shall not have incurred, or made commitment for, any brokerage, finders or similar fee in connection with the transactions contemplated by this Agreement

g. Representations and Warranties True and Correct. The representations and warranties contained herein, and all other documents, certifications materials and statements or information given to Conklin or Newco by or on behalf of the XACP Entities or disclosed in this Agreement, do not include any untrue statement of a material fact or omit to state a material fact required to be stated herein or therein in order to make the statements herein or therein, in light of the circumstances under which they are made, not misleading.

19. Representations and Warranties of Conklin Individually and on Behalf of Newco. In order to induce the XACP Entities to enter into this Agreement, Conklin, individually and on behalf of Newco, makes the following representations and warranties to the XACP Entitles each of which shall be deemed to be independently material and relied upon by the XACP Entities, regardless of any investigation made by, or information known to, the XACP Entities.

a. Ownership, Organization and Qualification. On the Closing Date, Newco shall be & limited liability

company duly incorporated or organized and validly existing and in good standing under the laws of the Commonwealth of Massachusetts, shall not have filed articles of dissolution and shall have a perpetual period of existence. Newco shall have on the Closing Date all requisite power and authority to own, operate and lease its properties and conduct its business as then and thereafter being conducted.

b. Authorization. On the Closing: Date, Newco shall have all necessary power and authority to enter into and perform the transactions contemplated hereby in accordance with the terms and conditions hereof. On the Closing Date Newco shall deliver to the XACP Entities a copy of the resolutions of Newco Board of Directors or Member, authorizing and approving the execution of this Agreement the performance by Newco of the transactions contemplated herby, certified by an officer of Newco. No other corporate authorization from Newco shall be required for the execution and delivery of this Agreement or the performance of its obligations hereunder.

c. Enforceability. This Agreement and all other agreements of Newco contemplated hereby are or, upon the execution thereof, will be the valid and binding obligations of Newco enforceable against it in accordance with their terms.

d. Conflicting. Obligations. The execution and delivery of this Agreement shall not, and the consummation of the Sale shall got: (a) conflict with or violate any provisions of the organizational documents of Newco; (b) conflict with or violate any provisions of; or result in the maturation or acceleration of any obligations under any contract, agreement, instrument, document, lease, license, permit, indenture, or obligation, or any law, statute,

ordinance, rule, regulation, code, guideline, order, arbitration award, judgment or decree, to which Newco is subject or to which Newco is a party; or (c) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the tight to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which Newco is a party or by which it is bound or to which any of its assets is subject.

e: Litigation. There is no litigation, claim, proceeding or investigation pending, or to Conklin's knowledge, threatened, against Conklin or Newer] relating to Newco ability to perform its. obligations under this Agreement.

f. Brokerage. On the Closing Date, Newco shall not have incurred, or made commitment for, any brokerage, finders or similar fee in connection with the transactions contemplated by this Agreement.

g. Representations and Warranties True and Correct. The representations and warranties contained herein, and all other documents, certifications, materials and statements or information given to the XACP Entities by or on behalf of Conklin or Newco or disclosed in this Agreement, do not include any untrue statement of a material fact or omit to state a material fact required to be stated herein or therein in order to make the statements herein or therein, in light of the circumstances under which they are made, not misleading.

20. Release. The XACP Entities (including the officers, directors and professionals of the XACP Entities) hereby release and forever discharge Conklin and Newco; and Conklin, both in his individual

capacity and on behalf of Newco hereby, releases forever, discharge the XACP Entities (including the officers, directors and professionals of the XACP Entities); from any and all manner of actions, causes of action, suits, debts, accounts, contracts, claims, demands, agreements, controversies, judgments, obligations, damages and liabilities of any nature whatsoever whether or not now known, suspected, or claimed, which any of them ever had, now has, or hereafter may have, or claim to have, against the other by reason of any act, transaction, practice, conduct or omission of any of them or any matter, cause, effect, or thing of any kind whatsoever that arose or occurred prior to the date of this Agreement, including, but not limited to, any action, cause of action, suit, debt, account, contract, claim, demand, agreement, controversy, judgment, obligation, damage or liability of any nature whatsoever, arising out of relating to, or based upon, in whole or in part. (a) any act, transaction, practice, conduct, or omission of either of them or any matter, cause effect or thing arising or occurring prior to the date of this Agreement, actionable or claimed to be actionable under any statutory or common law of .the United States or any state thereof; (b) any cause or effect which existed or occurred, or presently exists, or may in the future exist or occur as a result of any act, transaction, practice, conduct or omission of either of them that arose or occured prior to the date of this Agreement; or (c) any other act, transaction, practice, conduct, omission, matter, cause, effect or thing that arose or occurred prior to the date of this Agreement and agree not to cooperate with any person or entity with respect thereto (collectively, the "Release"). By way of clarification, the XACP Entities, Newco and

Conklin do not Release each other from claims arising under this Agreements.

a. Release Warranty. The XACP Entities; Conklin and Newco represent and warrant that they have not sold, assigned, transferred, conveyed or otherwise disposed of any claim, demand or cause of action relating to any matter covered by the Release.

b. Agreement to Commence or Prosecute. The XACP Entities (including the officers, directors and professionals of the XACP Entities) agree never to commence or prosecute against Conklin or Newco; and Conklin, both in his individual capacity and on behalf of Newco, agrees never to commence or prosecute against the XACP Entities (including the officers, directors and professionals of the XACP Entities); in any action or proceeding any demands, causes of action, obligations, damages, or liabilities of any nature whatsoever, whether or not now known, suspected of claimed, which either of them ever had, has, or hereafter may have, against the other, by reason of any act, transaction, practice, conduct or omission of any of them that arose, or occurred prior to the date of this Agreement, and agree not to cooperate with any person or entity with respect thereto.

c. Successors. This Release shall, inure to the benefit of the XACP Entities, Newco and Conklin, their predecessors, successors, parents, divisions, subsidiaries, affiliates, representatives, assigns, officers, directors, stockholders, agents and employees.

21. Conditions to Newco's Obligation to Close. The obligation of Newco to Clone on the Sale shall tie subject to the satisfaction and fulfillment, prior to

and on the Closing Date, of the following express conditions precedent.

a. Representation and Warranties. The representations and warranties in this Agreement made by the XACP Entities shall be true and correct in all material respects as of and at the Closing Date with the same force and effect as though said representations and warranties had been again made on the Closing Date.

b. Performance of Covenants and Obligations. The XACP Entities shall have performed and complied with all of their covenants and obligations under, this Agreement which are to be performed or complied with by it prior to or on the Closing Date.

c. Proceedings and Instruments Satisfactory. All proceedings, corporate or otherwise, to be taken in connection with the transactions contemplated by this Agreement, and all documents incident thereto, shall be reasonably satisfactory in form and substance to Newco.

d. Consents, Approvals. Certifications, Licenses and Permits. All necessary consents, approvals, certifications, licenses and permits with respect to the transaction contemplated hereby, including, without limitation, the Sale of the Secured Intellectual Property to Newco, the absence of which would have a material adverse effect on. Newco's rights under this Agreement shall have been received by Newco on or before the Closing Date.

e. Assignments. XACP Entities shall have prepared and delivered to Newco all documents necessary or appropriate to sell and assign to Newco title to the Secured Intellectual Property, including without limitation, any known Patents and applications thereto in each country where such Patents or

patent applications are issued or pending, or, if expired, may be revived and the right to sue for past infringement, which is subject to the security interests of the XACP Entities granted in this Agreement.

f. Release. The XACP Entities shall have delivered to Newco a mutual release executed by Barry Borden in a form reasonably acceptable to Newco and releasing Newco and Conklin on substantially the same terms as the release by the XACP Entities granted pursuant to Section 20 of this Agreement.

22. Conditions to the XACP Entities' Obligation to Close. The obligation of the XACP Entities to Close on the Sale shall be subject to the satisfaction and fulfillment, prior to and on the Closing Date, of the following express conditions precedent:

a. Representations and Warranties. The representations and warranties in this Agreement made by Newco and Conklin shall be true and correct in all material respects as of and at the Closing Date With the same force and effect as though said representations and warranties had been again made on the Closing Date, and the XACP Entities shall have been furnished a certificate signed by Conklin to that effect.

b. Performance of Covenants and Obligations. Newco and Conklin shall have performed and complied with all of its and/or his covenants and obligations under this Agreement which are to be performed or complied with by it and/or him prior to. or on the Closing Date, and the XACP Entities shall have been finished a certificate signed by Newco to that effect.

c. Proceedings and Instruments Satisfactory. The shareholders or, as relevant, partners of the XACP Entities shall have approved the transactions contemplated by this Agreement. All proceedings,

corporate or otherwise, to be taken in connection with the transactions contemplated by this Agreement, and all documents incident thereto, shall be reasonably satisfactory in form and substance to the XACP Entities; and, Newco and Conklin shall have made available to the XACP Entities for examination the originals or true and correct copies of all documents which the XACP Entities reasonably may request in connection with the transactions contemplated by this Agreement.

d. Ratification by Newco. Newco shall have taken all action necessary to ratify the actions taken on its behalf and executed this Agreement

e. Release. Newco shall have delivered to the XACP Entities (i) a mutual release accented by Creditors in a form reasonably acceptable to the XACP Entities and releasing the XACP Entities and Borden on substantially the same terms as the release by Newco and Conklino granted pursuant to Section 20 of this Agreement; and (ii) a mutual release execute by Newco and Conklin in a form reasonably acceptable to the XACP Entities and releasing Barry Borden on substantially the same terms as the release by Newco and Conklin granted pursuant to Section 20 of this Agreement.

f. Security Interest. All actions shall have been taken which are necessary or desirable in the XACP Entities' reasonable discretion to grant the XACP Entities a valid and perfected first priority Security Interest.

23. Automatic Termination. In the event that: (a) the XACP Entities do not acquire the Secured Intellectual Property at the Public Auction or (b) the Sale does not Close within one hundred twenty (120)

days after the Effective Date, the Agreement, including without limitation, the provisions of the release set forth in Section 20, shall automatically terminate and redeemed void *ab initio* and of no further force and effect.

24. Rights to Terminate. This Agreement may be terminated at any time prior to the Closing only by mutual written consent of the XACP Entities and Conklin.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the conflicts-of-laws principles thereof.

26. Notices. All notices and other Communications under this Agreement shall be in writing and shall be furnished by personal delivery, overnight courier service or registered or certified mail to the relevant party at the addresses set forth below. Any such notice shill be duly given upon the date it is delivered to the addresses shown below, addressed as follows:

If to Conklin or Newco:

Jeffery M Conklin
41 Rutland Square
Boston, MA 02118

With a copy to:

Gregory L. White, Esq
Seyfarth Shaw
Two Seaport Lane
Boston, MA 02210

If to XACP or any of the XACP Entities:

Cross Atlantic Capital Partners, Inc.
5 Radnor Corporate Center, Suite 555

100 Matsonford Road
Radnor, PA 19087

With a copy to:

William H. Schorling, Esq.
Klett Roomy Lieber & Schorling
Two Logan Square, 12th Floor
Philadelphia, PA 19103

27. Amendment. This Agreement shall be binding upon the parties and may not be abandoned, supplemented, changed or. modified in any manner, orally or otherwise, except by an instrument in writing of concurrent for subsequent date signed by a duly authorized representative of the parties hereto.

28. Severability. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal and invalid part, term or provision shall be deemed not to be a part of this Agreement.

29. Voluntary Assent. Each party affirms that no other promises or agreements of have been made to or with such party by any person or entity whatsoever to cause such party to sign this Agreement; and that each party fully understands the meaning and intent of this Agreement. Each party states and represents that Such party has had an opportunity to fully discuss and review the terms of this Agreement with an attorney. Each party further states and represents that such party has carefully read this Agreement, understands the contents herein, freely and voluntarily assents to all of the terms and conditions hereof, and signs such party's name of such party's own free act.

30. Counterparts and Facsimiles. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The signature of any party delivered by facsimile transmission shall bind such party and such facsimile signature shall be deemed an original, notwithstanding the failure of such party subsequently to deliver a counterpart bearing its signature in ink.

31. Entire Agreement. This Agreement and the Exhibits hereto constitute the sole and entire agreement of the parties with respect to the subject matter hereof

32. Arbitration. Any dispute arising from, or relating to whether an action that is expressly required to be "reasonable" under this Agreement is in fact reasonable shall be submitted to binding .arbitration before an arbitrator chosen in accordance with the arbitration provisions in Section 13 of this Agreement. Such arbitration shall be held in accordance with the rules of the American Arbitration Association, and the parties agree to apply the Expedited Procedures of the American Arbitration Association to the arbitration. Each party will initially be responsible for its own costs in connection with such arbitration, provided that the arbitrator shall include in his award such costs (including reasonable attorneys' fees) incurred by the party in whose favor the award is rendered and consistent with the provisions hereof. The award rendered in such arbitration shall be binding, and judgment on such award may be entered in any court of competent jurisdiction.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO SETTLEMENT AGREEMENT]

IN WITNESS WHEREOF, the undersigned have executed this Agreement, in any number of counterparts, as of June 4, 2003;

/s/ Jeffrey M. Conklin
By: Jeffrey M. Conklin, Individually

CROSS ATLANTIC CAPITAL PARTNERS, INC.

_____
By: Glenn T. Rieger, President

CROSS ATLANTIC TECHNOLOGY FUND, L.P.

_____
By: XATF Management, L.P., its General Partner

CROSS ATLANTIC CAPITAL PARTNERS, INC.

_____
By: Glenn T. Rieger, President

THE CO-INVESTMENT 2000 FUND, L.P.

By: Co-Incest Management 2000 Fund, its General Partner

CO-INVEST CAPITAL PARTNERS, INC.

_____
By: Glenn T. Rieger; Executive V. P.

SIGNATURE PAGE TO
SETTLEMENT AGREEMENT

IN WITNESS WHEREOF the undersigned have executed this Agreement, in any number of counterparts, as of June 4, 2003.

_____
By: Jeffrey M. Conklin, Individually

CROSS ATLANTIC CAPITAL PARTNERS, INC.

/s/ Glenn T. Rieger
By: Glenn T. Rieger, President

CROSS ATLANTIC TECHNOLOGY FUND, L.P.

/s/ Glenn T. Rieger
By: XATF Management, L.P., its General Partner

CROSS ATLANTIC CAPITAL PARTNERS, INC.

/s/ Glenn T. Rieger
By: Glenn T. Rieger, President

THE CO-INVESTMENT 2000 FUND, L.P.

By: Co-Incest Management 2000 Fund, its General Partner

CO-INVEST CAPITAL PARTNERS, INC.

/s/ Glenn T. Rieger
By: Glenn T. Rieger; Executive V. P.

Counterpart Signature Page to Settlement Agreement dated June 4, 2003

The undersigned hereby agrees to become a party to, and to be bound by the Settlement. Agreement (the "Settlement Agreement") dated as of June 4, 2003 by and among Cross Atlantic Capital Partners, Inc. ("XACP"), The Co-Investment 2000 Fund, L.P. ("2000 Fund"); Cross Atlandic. Technology Fund, L.P. ("Technology Fund," and, with the 2000 Fund and XACP, the "XACP Entitles") and Jeffrey M. Conklin, as provided by Section 10c of the Settlement Agreement.

The undersigned further acknowledges and agrees that it is "Newco" as such term is defined in the Settlement Agreement.

IN WITNESS WHEREOF, the undersigned have executed this counterpart signature page to the Settlement Agreement, in any number of counterparts, as of July 22, 2003.

WHITELIGHT TECHNOLOGY, LLC

/s/ Jeffrey M. Conklin

By: Jeffrey M. Conklin Manager

SCHEDULE 1K
Intellectual Property

The Intellectual Property, includes, without limitation all of Ozro's right; title and interest throughout the world in; to and under the following:

Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now existing, created, acquired or held including without limitation those set forth on EXHIBIT A attached hereto (collectively, the "Copyrights");

Any and all trade secrets, and any and all intellectual property nights in computer software and computer software products, now existing, created, acquired or held;

Any and all design patents, design patent applications, design registrations, design registration applications and design rights which may be available to Ozro now existing, created, acquired or held;

All inventions, rights to apply for patents, patents patent applications and like protections Including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and rights of priority related thereto now existing anywhere in the world, including without limitation the patents and patent applications set forth on EXHIBIT B attached hereto (collectively, the "Patents");

Any trademarks, servicemakes, tradenames, domain names, corporate names, logos and designs, whether registered or not, applications to register and registrations of the same and like protections now

existing anywhere in the world, and the entire goodwill of the business of Ozro connected with and symbolized by such trademarks, including without limitation those set forth on EXHIBIT C attached hereto (collectively, the "Trademarks"), but excluding any U.S. Federal trademark or service mark registration application filed under 15 U.S.C. Section 1051(b);

Any and all claims for damages by way of past, present and Suture infringements of any of the rights included herein with the right but not die obligation, to for and such damages for said use or infringement of the intellectual property rights identified herein;

All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

All amendments, extensions, and renewals of any of the Copyrights, Trademarks, or Patents; and

All contract rights, general intangibles, confidential information, instruments and documents of title, computer program source and object code, documentation, accounts, accounts receivable; chattel paper; books, records, and information relating to the intellectual property rights identified herein in whatsoever countries.

All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

COPYRIGHT DESCRIPTION	REGISTRATION NUMBER	DATE OF ISSUANCE

NONE

SCHEDULE B -PENDING COPYRIGHT APPLICATIONS

COPYRIGHT DESCRIPTION	APPLICATION NUMBER	DATE OF FILING	CREATION	FIRST DATE OF PUBLIC DISTRIBUTION

NONE

SCHEDULE C - UNREGISTERED COPYRIGHTS
(Where No Copyright Application is Pending

DESCRIPTION

EcommBuilder ™
Negotiation Platform

The Dynamic
Agreement
eProcurement
Application

The Dynamic
Agreement
Negotiation
Engine

Ozro Negotiate™
Negotiation Engine
Application

Ozro Agreement™
for Procurement
Application

Ozro Agreement™ for
Trade Settlement
Application

Ozro Agreement™
for Sales Application

EXHIBIT "B"

PATENTS

Patent Description	Docket No.	Country	Serial No.	Filing/ Issue Date	Status
System for Iterative, Multivariate Negotiations over a Network	ET-98-001	USA	6,141,653	10/31/00	Issued
System and method for providing and updating user supplied context for a negotiations system	ET98-003	USA	6,338,050	1/08/02	Issued
System and method for representing data and providing electronic non-repudiation in a negotiations system	ET98-006	USA	6,336,105	1/1/02	Issued
System and Method for ordering sample quantities over a network	ET98-007	USA	6,332,135	12/18/01	Issued
System for Iterative, Multivariate Negotiations over a Network	ET98-001 PCT	USA	PCT/US99/ 27151	11/16/99	Abandoned
Iterative Bargaining System	ET98-002PCT	USA	PCT/US99/272 24	11/16/99	Abandoned
International Transaction Processing Center	ET98-003PCT	USA	PCT/US99/272 21	11/16/99	Abandoned
Integrated Remote Web Authoring System	ET98-004PCT	USA	PCT/US99/272 19	11/16/99	Abandoned
Sponsored Community System and Method	ET98-005PCT	USA	PCT/US99/271 86	11/16/99	Abandoned
Electronic Non-Repudiation System and Method	ET98-006PCT	USA	PCT/US99/271 83	11/16/99	Abandoned
System & Method for an Automated System of Record	ET00-001CIP	USA	09/702,062	10/30/00	Pending
System and Method for Higher Level Security & Validation	ET00-002CIP	USA	09/702,061	10/30/00	Abandoned

System & Method for Multiple Repositories	ET00-003CIP	USA	09/702,065	10/30/00	Abandoned
System & Method for Dynamic Contracts	ET00-004CIP	USA	09/702,063	10/30/00	Abandoned
System & Method for Contract Authority	ET00-005CIP	USA	09/702,050	10/30/00	Pending
System & Method for Active Templates	ET00-006CIP	USA	09/702,010	10/30/00	Abandoned
System & Method for Automated, Iterative, Development Negotiations	ET00-007CIP	USA	09/702,049	10/30/00	Pending
System & Method for Process Mining	ET00-008CIP	USA	09/702,128	10/30/00	Pending
System for Iterative, Multivariate Negotiations over a Network	ET98-001 EPO	EPO	EPO Application No. 999603954	Priority from 11/16/98	Abandoned
System for Iterative, Multivariate Negotiations over a Network	ET98-001 IND	India	Based on PCT/US99/27151	Priority from 11/16/98	Abandoned
System & Method for an Automated System of Record	ET00-001 PCT	USA	WO2001US48285	10/30/01	Abandoned
System & Method for Contract Authority	ET00-005 PCT	USA	WO0237738	10/30/01	Abandoned
System & Method for Automated, Iterative, Development Negotiations	ET00-007 PCT	USA	WO02056134	10/30/01	Abandoned
System & Method for Process Mining	ET00-008 PCT	USA	WO0248834	10/30/01	Abandoned

EXHIBIT "C"

TRADEMARKS

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG NO.	STATUS
TRADE ACCESS	US	75/182,907	2,327,514	Registered 3-14-2000

UNREGISTERED TRADEMARKS

DESCRIPTION

OZRO

ECOMMBUILDER ™
NEGOTIATION PLATFORM

THE DYNAMIC
AGREEMENT
EPROCUREMENT
APPLICATION

THE DYNAMIC
AGREEMENT
NEGOTIATION
ENGINE

OZRO NEGOTIATE™
NEGOTIATION ENGINE
APPLICATION

OZRO AGREEMENT™
FOR PROCUREMENT
APPLICATION

OZRO AGREEMENT™ FOR
TRADE SETTLEMENT
APPLICATION

OZRO AGREEMENT™
FOR SALES APPLICATION

EXHIBIT "D"
LICENSES

1. Strategic Technology Partner Software Agreement between Ozro and Procurepoint.com dated December 22, 1999;
2. Software License and Sublicense Agreement between Ozro and World Commerce Online, Inc., dated May 31, 2000;
3. Amended and Restated Master Alliance Agreement between Ozro and Andersen Consulting LLP, dated August 31,2000; and
4. License agreement between 1-many, Inc_ and Ozro, dated_____.

SCHEDULE 4
Assignment and Bill of Sale Agreement

ASSIGNMENT

This Agreement, effective as of _____ ("Effective Date"), is by and among Cross Atlantic Capital Partners, Inc. ("XACP"), The Co-Investment 2000 Fund, L.P. ("2000 Fund"), Cross Atlantic Technology Fund, L.P. ("Technology Fund," and, with the 2000 Fund and XACP, the "XACP Entities") and Newco, a _____ organized and existing under the laws of the State of _____ ("Newco").

1. The XACP Entities own U.S. Patent No. _____ and the invention disclosed and claimed therein.

2. Newco desires to own U.S. Patent No._____, the invention disclosed and claimed therein, any other U.S patents or applications that rely on U.S. Patent No _____for priority, and any reexamination or reissue of U.S. Patent No. _____

3. Accordingly, for execution of the Settlement Agreement on_____. and other good and valuable consideration, receipt of which is hereby acknowledged, the XACP Entities hereby assign to Newco all right, title, and interest in and to U.S. Patent No. _____ the invention disclosed and claimed therein, any other United States Patent or application that relies for priority on U.S. Patemnt No. _____; and any reexamination or reissue of U.S. Patent No. _____

4. The XACP Entities further assign to Newco all causes of action and associated damages for any and all acts of infringement of U.S. Patent No

_____that may have occurred prior to the date of this Assignment.

5. The XACP Entities hereby authorize and request the U.S. Patent and Trademark Office to record this Assignment and, to the extent it assigns pending applications, to issue all Letters Patent issuing there from to Newco in accordance with the terms of this Assignment.

6. This Assignment and all rights granted herein shall inure to the benefit of the successors and assigns of Newco.

7. This Agreement shall be construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania.

WHEREFORE, the parties have signed this Agreement effective as of the date first set forth above.

Newco

By: _____
Title:_____

Cross Atlantic Capital Partners, Inc.

By: _____
Title:_____

The Co-Investment 2000 Fund

By:_____
Title:_____

Cross Atlantic Technology Fund, L.P.

By:_____
Title:_____

BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, Cross Atlantic Capital Partners, Inc" a Delaware corporation, The Co-Investment 2000 Fund,. LP., a Delaware limited partnership; and Cross Atlantic Technology Fund, L.P. a Delaware limited partnership (collectively "Seller"), as of _____ does hereby grant, sell, convey, transfer, assign and deliver to_____ [Newco] ("Buyer"), its successors and assigns, all of Seller's right, title and interest, in, to and under, Intellectual Property as defined in the Settlement Agreement between Buyer and Seller dated _____ 2003, including, without limitation, the right to sue for past infringement or misappropriation, and Buyer does hereby accept such grant, sale, conveyance, transfer, assignment and delivery. Buyer hereby acknowledges that Seller is making no representation or warranty, including but not limited to representations or warranties of title, with respect to the Intellectual Property being conveyed hereby except as specifically set forth in the Agreement.

This Bill of Sale shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflict of laws rules thereof.

This Bill of Sale may be executed in any number of counterparts and by the partners hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

One of more counterparts of this Bill of Sale may be delivered via telecopier or facsimile with the intention that it or they shall have the same effect as the delivery of an original counterpart hereof.

IN WITNESS WHEREOF, the undersigned have duly executed this Bill of Sale as of the date first above written.

Cross Atlantic Capital Partners, Inc.

By: _____
Title:_____

The Co-Investment 2000 Fund

By:_____
Title:_____

Cross Atlantic Technology Fund, L.P.

By:_____
Title:_____

APPENDIX L

NOTIFICATION OF PUBLIC
DISPOSITION OF COLLATERAL
(NON-CONSUMER TRANSACTION)

July 2, 2003

To:

From: Cross Atlantic Capital Partners, Inc., as agent
for Cross Atlantic Technology Fund, L.P. and
The Co-Investment 2000 Fund, L.P.
Five Radnor Corporate Center, Suite 555
100 Matsonford Road
Radnor, PA 19087

Name of Debtor(s): OZRO, INC. f/k/a TradeAccess, Inc.
P.O. Box 688
Bala Cynwyd, PA 19004

NOTICE OF PUBLIC DISPOSITION

We will sell the property set forth on the Addendum to this Notification to the highest qualified bidder in public as follows:

Day and Date: Monday, July 14, 2003

Time: 11:00 aim. EDT

Place: In the offices of
Klett Rooney Lieber & Schorling
Two Logan Square,
12th Floor Philadelphia, PA 19103

You are entitled to an accounting of the unpaid indebtedness secured by the property that we intend to sell for a charge of $250.00. You may request an accounting by contacting the following:

Brian Adamsky, Chief Financial Officer
Cross Atlantic Capital Partners, Inc.
Five Radnor Corporate Center
Suite 555
100 Matsonford Road
Radnor, PA 19087
(610) 995-2650 (telephone)
(610) 971-2062 (facsimile)

William H. Schorling, Esquire
Klett Rooney Lieber & Schorling
Two Logan Square, 12th Floor
Philadelphia, PA 19103
(215) 567-7500 (telephone)
(215) 567-2737 (facsimile)

Attorneys for Cross Atlantic Capital Partners, Inc.

ADDENDUM TO NOTIFICATION OF PUBLIC DISPOSITION OF COLLATERAL

The property (the "Collateral") to be sold at the public sale set forth in the foregoing Notification shall include the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or hold;

(c) Any and all design patents, design patent applications, design registrations, design registration applications, and design rights which may be available to the Debtor now or hereafter existing, created, acquired or held;

(d) All inventions, rights to apply for patents, patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, reexaminations, extensions and continuations-in-part of the same and rights of priority related thereto now existing anywhere in the world or hereafter acquired or held, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademarks, servicemarks, tradenames, domain names, corporate names, logos and designs, whether registered or not, applications to register and registrations of the same and like protections now existing anywhere in the world or hereafter adopted or acquired, and the entire goodwill of the business of the Debtor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks"), but excluding any U.S. Federal trademark or service mark registration application filed under 15 U.S.C. Section 1051(b) until such time as the filing in such application of an amendment under 15 U.S.C. Section 1051(c) to bring the application into conformity with 15 U.S.C. Section 1051(a) or the filing of a verified statement of use under 15 U.S.C. Section 1051(d);

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation,

to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions and renewals of any of the Copyrights, Trademarks, or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary herein contained, the Collateral shall not include any license or other contract which by its terms prohibits the Debtor from granting a security interest therein.

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated April __, 2001.

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

COPYRIGHT DESCRIPTION	REGISTRATION NUMBER	DATE OF ISSUANCE
NONE		

SCHEDULE B -PENDING COPYRIGHT APPLICATIONS

COPYRIGHT DESCRIPTION	APPLICATION NUMBER	DATE OF FILING	CREATION	FIRST DATE OF PUBLIC DISTRIBUTION
NONE				

SCHEDULE C - UNREGISTERED COPYRIGHTS
(Where No Copyright Application is Pending

Copyright Description	Date Of Creation	First Date Of Distribution	Date And Recordation Number Of IP Agreement With Owner Or Original Grantor If Author Or. Owner Of Copyright Is Different From Grantor	Original Author Or Owner Of Copyright Is Different From Grantor
The Dynamic Agreement	v1- (6/21/00)	v1 - (6/21/00)	N/A	N/A
eProcurement Application	v2 - (10/03/00)	v2 - (10/03/00)	N/A	N/A
The Dynamic Agreement	v1 - (6/21/00)	v1 - (6/21/00)	N/A	N/A
Negotiation Engine	v2 - (10/03/00)	v2 - (10/03/00)	N/A	N/A

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated April __, 2001.

EXHIBIT "B"

PATENTS

Patent Description	Docket No.	Country	Serial No.	Filing/ Issue Date	Status
System for Iterative, Multivariate Negotiations over a Network	ET-98-001	USA	6,141,653	10/31/00	Issued
International Transaction Processing System	ET98-003	USA	09/192,729	11/16/98	Pending
Electronic Non-Repudiation System and Method	ET98-006	USA	09/192,979	11/16/98	Pending
System and Method for Ordering Sample Quantities over a Network	ET98-007	USA	09/192,848	11/16/98	Pending
System for Iterative, Multivariate Negotiations over a Network	ET98-001 PCT	USA	PCT/US99/27151	11/16/99	Pending
Iterative Bargaining System	ET98-002PCT	USA	PCT/US99/27224	11/16/99	Pending
International Transaction Processing Center	ET98-003PCT	USA	PCT/US99/27221	11/16/99	Pending
Integrated RemoteWeb Authoring System	ET98-004PCT	USA	PCT/US99/27219	11/16/99	Pending
Sponsored Community System and Method	ET98-005PCT	USA	PCT/US99/27186	11/16/99	Pending
Electronic Non-Repudiation System and Method	ET98-006PCT	USA	PCT/US99/27183	11/16/99	Pending
System and Method for an Automated System of Record	ET00-001CIP	USA	09/702,062	10/30/00	Pending
System and Method for Higher Level Security and Validation	ET00-002CIP	USA	09/702,061	10/30/00	Pending
System and Method for Multiple Repositories	ET00-003CIP	USA	09/702,065	10/30/00	Pending

System and Method for Dynamic Contracts	ET00-004CIP	USA	09/702,063	10/30/00	Pending
System and Method for Contract Authority	ET00-005CIP	USA	09/702,050	10/30/00	Pending
System and Method for Active Templates	ET00-006CIP	USA	09/702,010	10/30/00	Pending
System and Method for Automated, Iterative, Development Negotiations	ET00-007CIP	USA	09/702,049	10/30/00	Pending
System and Method for Process Mining	ET00-008CIP	USA	09/702,128	10/30/00	Pending

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated April __, 2001.

EXHIBIT "C"

TRADEMARKS

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS REGISTERED
TRADE ACCESS	US	75/182,907	2,327,514	3-14-2000

FIELDNAMES (Name; Address) ENDRECORD

Silicon Valley Bank ENDFIELD
3003 Tasman Drive
Santa Clara, CA 95054
Attention: Michelle D. Giannini ENDFIELD
ENDRECORD

3i Technology Partners, L.P. ENDFIELD
890 Waltham Street, Suite 160
Waltham, MA 02451
Attention: Marko Maschek ENDFIELD
ENDRECORD

Leasetec Systems Credit ENDFIELD
75 Second Avenue, Suite 200
Needham Heights, MA 02494 ENDFIELD
ENDRECORD

Newcourt Leasing Corporation ENDFIELD
550 Cochituate Road
Framingham, MA 01701 ENDFIELD
ENDRECORD

Ozro, Inc. f/k/a Trade Acess, Inc. ENDFIELD
P.O. Box 688
Bala Cynwyd, PA 19004
Attention: Barry Borden ENDFIELD
ENDRECORD

Jeffrey M. Conklin ENDFIELD
41 Rutland Square
Boston, MA 02118-31 05 ENDFIELD
ENDRECORD

David Fouther ENDFIELD
533 Columbus Avenue, #1
Boston, MA 02118 ENDFIELD
ENDRECORD

Daniel Foucher ENDFIELD
195 South Road
Bedford, MA 01730 ENDFIELD
ENDRECORD

Maureen Stretch ENDFIELD
26 Charles Street
Natick, MA 01760 ENDFIELD
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2001 Jefferson Davis Highway
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58 Hillcrest Road ENDFIELD
Belmont, MA 02478
ENDRECORD

Cross Atlantic Capital Partners, Inc. ENDFIELD
Five Radnor Commute Center, Suite 555
100 Matsonford Road
Radnor, PA 19087
Attention: Brian Adamsky ENDFIELD
ENDRECORD

I-Many, Inc. ENDFIELD
511 Congress Street
Portland, ME 04101
Attention: Kevin F. Collins, CFO ENDFIELD
ENDRECORD

Thomas Harris, Esquire ENDFIELD
19800 McArther Boulevard
Suite 1425
Irvine, CA 92612-2495 ENDFIELD
ENDRECORD

APPENDIX M

[Logo] BSC America

Atlantic Auctions, Inc.
802 Belair Road
P.O. Box 516
Bel Air, Maryland 21014-0516
Phone 410-801-4160
Fax410-801-5242
www.altanticauctions.com

July 18, 2003

Mr. Terry A. Shulsky, Esquire
Klett Rooney Lieber & Schorling
A Professional Corporation
Attorneys At Law
40th Floor, One Oxford Centre
Pittsburgh, Pennsylvania 15219-6498
Re: Cross Atlantic/Ozro Intellectual Property Assets/Atlantic Auctions #230003

Dear Mr. Shulsky:

Atlantic Auctions, Inc. conducted the public auction sale of Ozro, Inc.'s (f/k/a TradeAccess, Inc.) intellectual property within the Philadelphia, PA, offices of Klett Rooney Lieber & Schorling, Two Logan Square, 12th Floor, on Monday, July 14, 2003, commencing the sale at approximately 10:30 a.m. Eastern Daylight Time. Attendees at the sale included: Robert W. Kline, Assistant Vice President, Atlantic Auctions, Inc.; Larry L. Martin, Pennsylvania Licensed Auctioneer, Teny A. Shulsky, Esquire, Klett Rooney Lieber & Schorling representing the secured party; Craig Vaughn representing Cross Atlantic Capital Part-

ners, Inc.; Jeffery Conklin; Lauren Lenfest; Patrick Igoe; and, Rhonda Thomas.

The intellectual property assets were offered for sale in two offerings. The first sale was to foreclose on the security interest originally held by Silicon Valley Bank that was subsequently assigned to Cross Atlantic. Cross Atlantic foreclosed on this first priority security interest as assignee of this interest. The second sale was to foreclose on the security interest originally held by Cross Atlantic. Cross Atlantic was the only bidder and it, through its representative Craig Vaughn, purchased the assets for $100,000.

The notice of sale was advertised to the public in the Philadelphia Inquirer and in the Global Edition of the Wall Street Journal as specified in the attached Atlantic Auctions, Inc. invoice.

Respectfully submitted,

/s/Robert W. Kline
Robert W. Kline

APPENDIX N

ASSIGNMENT

This Assignment (the "Assignment") made as of this 22 day of July, 2003, is by and among Cross Atlantic Capital Partners, Inc. ("XACP"), The Co-Investment 2000 Fund, L.P. ("2000 Fund"), Cross Atlantic Technology Fund, L.P. ("Technology Fund," and, with the 2000 Fund and XACP, the "XACP Entities") and Whitelight Technology, LLC, a Limited Liability Company organized and existing under the laws of the Commonwealth of Massachusetts ("Whitelight," in its role as Newco as that term is defined in the Settlement Agreement dated June 4, 2003 by and among the XACP Entities and Jeffery M. Conklin (the, "Settlement Agreement")].

1. The XACP Entities own U.S. Patent Nos. 6,141,653; 6,338,050; 6,336,105; 6,332,135 and U.S. Application Serial Nos. 09/702,062; 09/702,050; 09/702,049; 09/702,128, and the inventions disclosed and claimed therein.

2. Whitelight desires to own U.S. Patent Nos. 6,141,653; 6,338,050; 6,336,105; 6,332,135 and U.S. Application Serial Nos. 09/702,062; 09/702,050; 09/702,049; 09/702,128, and the inventions disclosed and claimed therein, any other U.S. patents or applications that rely on U.S. Patent Nos. 6,141,653; 6,338,050; 6,336,105; 6,332,135 and U.S. Application Serial Nos. 09/702,062; 09/702,050; 09/702,049; 09/702,128 for priority, and any reexamination or reissue of U.S. Patent Nos. 6,141,653; 6,338,050; 6,336,105; 6,332,135 and U.S. Application Serial Nos. 09/702,062; 09/702,050; 09/702,049; 09/702,128.

3. Accordingly, for execution of the Settlement Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, the XACP Entities hereby assign to Whitelight all right, title, and interest in and to U.S. Patent Nos. 6,141,653; 6,338,050; 6,336,105; 6,332,135 and U.S. Application Serial Nos. 09/702,062; 09/702,050; 09/702,049; 09/702,128, the inventions disclosed and claimed therein, any other United States patent or application that relies for priority on U.S. Patent Nos. 6,141,653; 6,338,050; 6,336,105; 6,332,135 and U.S. Application Serial Nos. 09/702,062; 09/702,050; 09/702,049; 09/702,128, and any reexamination or reissue of U.S. Patent Nos. 6,141,653; 6,338,050; 6,336,105; 6,332,135 and U.S. Application Serial Nos. 09/702,062; 09/702,050; 09/702,049; 09/702,128.

4. The XACP Entities further assign to Whitelight all causes of action and associated damages for any and all acts of infringement of U.S. Patent Nos. 6,141,653; 6,338,050; 6,336,105; 6,332,135 and U.S. Application Serial Nos. 09/702,062; 09/702,050; 09/702,049; 09/702,128 that may have occurred prior to the date of this Assignment.

5. The XACP Entities hereby authorize and request the U.S. Patent and Trademark Office to record this Assignment and, to the extent it assigns pending applications, to issue all Letters Patent issuing therefrom to Whitelight in accordance with the terms of this Assignment.

6. Whitelight hereby acknowledges that the XACP Entities are making no representation or warranty, including but not limited to representations or warranties of title, with respect to U.S. Patent Nos. 6,141,653; 6,338,050; 6,336,105; 6,332,135 and U.S. Application Serial Nos. 09/702,062; 09/702,050;

09/702,049; 09/702,128, and the inventions disclosed and claimed therein being assigned hereby except as specifically set forth in the Settlement Agreement.

7. This Assignment and all rights granted herein shall inure to the benefit of the successors and assigns of Whitelight.

8. This Assignment shall be construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania.

WHEREFORE, the parties have signed this Assignment effective as of the data first set forth above.

Whitelight Technology, LLC

By: /s/ Jefferey M. Conklin
Jefferey M. Conklin, Manager

On this __ day of ____, 2003, before me personally appeared_____ known to me to be the person described in and who executed the foregoing instrument, and who acknowledged that he/she executed the same as his/her free act and deed.

_____
Notary Public
My Commission Expires:_____

Cross Atlantic Capital Partners, Inc.

By:_____

Title:_____

On this __ day of _____, 2003, before me personally appeared_____ known to me to be the person described in and who executed the foregoing instrument, and who acknowledged that he/she executed the same as his/her free act and deed.

_____
Notary Public
My Commission Expires:_____

WHEREFORE, the parties have signed this Assignment effective as of the date fast set forth above.

Whitelight Technology, LLC

By: _____
Jefferey M. Conklin, Manager

On this __ day of _____, 2003, before me personally appeared_____ known to me to be the person described in and who executed the foregoing instrument, and who acknowledged that he/she executed the same as his/her free act and deed.

_____
Notary Public
My Commission Expires:_____

Cross Atlantic Capital Partners, Inc.
By: /s/ Glenn T. Rieger
Title: President

On this 22nd day of July, 2003, before me personally appeared Glenn T. Rieger known to me to be the person scribed in and who executed the foregoing instrument, and who acknowledged that he/she executed the same as his/her free act and deed.

Virginia A. Cutlip,
Notary Public
My Commission Expires: March 29, 2007

NOTORIAL SEAL
Virginia A. Cutlip, Notary Public [SEAL]
Radnor Twp., Delaware County
My Commission Expires: March 29, 2007

The Co-Investment 2000 Fund, L.P.

By: /s/ Glenn T. Rieger
Title: Managing Director

On this 22nd day of June, 2003, before me personally appeared Glenn Rieger known to me to be the person scribed in and who executed the foregoing instrument, and who acknowledged that he/she executed the same as his/her free act and deed.

Virginia A. Cutlip,
Notary Public
My Commission Expires: March 29, 2007

NOTORIAL SEAL
Virginia A. Cutlip, Notary Public [SEAL]
Radnor Twp., Delaware County
My Commission Expires: March 29, 2007

Cross Atlantic Technology Fund, L.P.
By: /s/ Glenn T. Rieger
Title: Managing Director

On this 22nd day of June, 2003, before me personally appeared Glenn Rieger known to me to be the person scribed in and who executed the foregoing instrument, and who acknowledged that he/she executed the same as his/her free act and deed.

Virginia A. Cutlip,
Notary Public
My Commission Expires: March 29, 2007

NOTORIAL SEAL
Virginia A. Cutlip, Notary Public [SEAL]
Radnor Twp., Delaware County
My Commission Expires: March 29, 2007

APPENDIX O

US PATENT AND TRADEMARK OFFICE

Assignments, Powers of Attorney	Referenced Items (59, 60, 61, 62, 63, 64, 65, 66)

Recordability of Foreclosures for Assignment Purposes

It has been the practice of the Assignment Branch to record security agreements between a secured party and a debtor which refer specifically to a patent or a patent application and which are signed by the debtor. However, foreclosures by the secured party were not recorded because they were not signed by the debtor. Accordingly, before recording a foreclosure not signed by a debtor, the Assignment Branch required a Court order. This requirement forced the secured party to bring action in a court of law where otherwise Court action might not have been necessary.

To facilitate recording of foreclosures not signed by a debtor and avoid unnecessary court proceedings, the Office will record foreclosures which comply with all of the following criteria:

(1) Submission of the foreclosure document with original endorsement by the secured party, or a verified copy thereof;

(2) Identification of the patent by patent number or the patent application by serial number, or other acceptable identifier(s) as specified in 37 CFR 1.331(c), in the body of the foreclosure document itself or any addenda incorporated by reference;

(3) Reference to the security agreement recorded under 37 CFR 1.331; and

(4) Submission of a verified statement by a representative of the secured party stating that the patent or the patent application has been legally foreclosed on based upon the applicable state laws.

A foreclosure document complying with the above criteria will be deemed to be a recordable instrument in accordance with 37 CFR 1.331.

March 14, 1988

THERESA A. BRELSFORD
Assistant Commissioner
for Administration